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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
06/28/2024
By: A. Turner Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

THERESA PELEGRINO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

SACRAMENTO CHILDREN'S HOME, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 34-2022-00315912

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CAL. LABOR CODE § 2698,
ET SEQ.**

- (1) Violation of California Business &
Professions Code §§ 17200, et seq.
- (2) Violation of California Labor
Code §2698, et seq.
(California Labor Code
Private Attorneys General
Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff THERESA PELEGRINO (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for restitution and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other 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.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Sacramento. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Sacramento.

PARTIES

5. Plaintiff THERESA PELEGRINO is an individual.

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1 6. Defendant SACRAMENTO CHILDREN’S HOME, at all times herein
2 mentioned, was and is, upon information and belief, a California corporation, and at all times
3 herein mentioned, an employer whose employees are engaged throughout the State of
4 California, including the County of Sacramento.

5 7. At all relevant times, Defendant SACRAMENTO CHILDREN’S HOME and
6 was the “employer” of Plaintiff within the meaning of all applicable California state laws and
7 statutes.

8 8. At all times herein relevant, Defendants SACRAMENTO CHILDREN’S
9 HOME and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
10 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators
11 and assigns, each of the other, and at all times relevant hereto were acting within the course
12 and scope of their authority as such agents, partners, joint venturers, joint employers,
13 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
14 omissions alleged herein were duly committed with the ratification, knowledge, permission,
15 encouragement, authorization and consent of each defendant designated herein.

16 9. The true names and capacities, whether corporate, associate, individual or
17 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
18 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
19 information and belief alleges, that each of the defendants designated as a DOE is legally
20 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
21 the injuries to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will
22 seek leave of court to amend this Complaint to show the true names and capacities when the
23 same have been ascertained.

24 10. Defendants SACRAMENTO CHILDREN’S HOME and DOES 1 through 100
25 will hereinafter collectively be referred to as “Defendants.”

26 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
27 affected the working conditions, wages, working hours, and conditions of employment of
28 Plaintiff and the other class members so as to make each of said defendants employers and

employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt individuals employed by any of the Defendants within the State of California at any time during the period from February 23, 2018 to final judgment and who reside in California.

(Subclass A) All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

(Subclass B) All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

(Subclass C) All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation in the calculation of the regular rate of pay for overtime pay purposes.

14. Plaintiff reserves the right to establish additional subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the

interests of the other class members with whom she has a well-defined community of interest.

- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

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- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;

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- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of restitution resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to restitution pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee, who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendant and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code Section 2699 (c) in that they are current or former employees of Defendant, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee Notice") to the LWDA and by certified mail to

1 the employer of the specific provisions of the California Labor Code
2 alleged to have been violated, including the facts and theories to support
3 the alleged violations.

4 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
5 employer and the aggrieved employee by certified mail that it does not
6 intend to investigate the alleged violations within sixty (60) calendar
7 days of the postmark date of the Employer Notice. Upon receipt of the
8 LWDA Notice or if the LWDA Notice is not provided within sixty-five
9 (65) calendar days of the postmark date of the Employee’s Notice, the
10 aggrieved employee may commence a civil action pursuant to California
11 Labor Code section 2699 to recover civil penalties in addition to any
12 other penalties to which the employee may be entitled.

13 22. On February 2, 2024, Plaintiff provided written notice by online submission to the
14 LWDA and by certified mail to Defendant Sacramento Children’s Home of the specific
15 provisions of the California Labor Code alleged to have been violated, including the facts and
16 theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within
17 sixty-five (65) days of the date of submission of Plaintiff’s notice.

18 23. Therefore, the administrative prerequisites under California Code section
19 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
20 violations of California Labor Code sections 200-204, 218, 218.5, 226, 226.3, 226.7, 510, 512,
21 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, and applicable Welfare Commission
22 Wage Orders have been satisfied.

23 **GENERAL ALLEGATIONS**

24 24. At all relevant times set forth herein, Defendants employed Plaintiff and other
25 persons as hourly-paid or non-exempt employees within the State of California, including the
26 County of Sacramento.

27 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
28 exempt employee from approximately November 2008 to approximately November 2018, in

1 the State of California, County of Sacramento.

2 26. Defendants hired Plaintiff and the other class members and classified them as
3 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
4 missed meal periods and/or rest breaks.

5 27. Defendants had the authority to hire and terminate Plaintiff and the other class
6 members, to set work rules and conditions governing Plaintiff's and the other class members'
7 employment, and to supervise their daily employment activities.

8 28. Defendants exercised sufficient authority over the terms and conditions of
9 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
10 and the other class members.

11 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
12 class members.

13 30. Defendants continue to employ hourly-paid or non-exempt employees within the
14 State of California.

15 31. Plaintiff and the other class members worked over eight (8) hours in a day,
16 and/or forty (40) hours in a week during their employment with Defendants.

17 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
19 employees within the State of California. This pattern and practice involved, *inter alia*, failing
20 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
21 breaks in violation of California law.

22 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 certain wages for overtime compensation and that they were not receiving accurate overtime
25 compensation for all overtime hours worked.

26 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff and the other class members all required rest and meal periods during
28 the relevant time period as required under the Industrial Welfare Commission Wage Orders

1 and thus they are entitled to any and all applicable penalties.

2 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
5 member's regular rate of pay when a meal period was missed, and they did not receive all meal
6 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
7 regular rate of pay when a meal period was missed.

8 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
11 member's regular rate of pay when a rest period was missed, and they did not receive all rest
12 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
13 regular rate of pay when a rest period was missed.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 at least minimum wages for compensation and that they were not receiving at least minimum
17 wages for all hours worked.

18 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all wages owed to them upon discharge or resignation, including overtime and minimum wages
21 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
22 them at the time of their discharge or resignation.

23 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them during their employment. Plaintiff and the other class members did
26 not receive payment of all wages, including overtime and minimum wages and meal and rest
27 period premiums, within any time permissible under California Labor Code section 204.

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1 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, they did
4 not receive complete and accurate wage statements from Defendants. The deficiencies
5 included, inter alia, the failure to include the total number of hours worked by Plaintiff and the
6 other class members.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Defendants had to keep complete and accurate payroll records
9 for Plaintiff and the other class members in accordance with California law, but, in fact, did
10 not keep complete and accurate payroll records.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to
13 reimbursement for necessary business-related expenses.

14 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiff and the other class members that they were properly denied wages, all
19 in order to increase Defendants' profits.

20 44. During the relevant time period, Defendants failed to pay overtime wages to
21 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
22 class members were required to work more than eight (8) hours per day and/or forty (40) hours
23 per week without overtime compensation for all overtime hours worked.

24 45. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff and the other class members.

26 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members at least minimum wages for all hours worked.

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48. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

50. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

52. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

53. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against SACRAMENTO CHILDREN'S HOME and DOES 1 through 100)

55. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors. Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

1 56. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, et seq.

4 57. A violation of California Business & Professions Code section 17200, et seq.
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policies and practices of requiring employees, including Plaintiff and the other class members,
7 to work overtime without paying them proper compensation violate California Labor Code
8 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
9 employees, including Plaintiff and the other class members, to work through their meal and
10 rest periods without paying them proper compensation violate California Labor Code sections
11 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum and overtime
12 wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants'
13 policies and practices of failing to timely pay wages to Plaintiff and the other class members
14 violate California Labor Code sections 201, 202, and 204. Defendants also violated California
15 Labor Code sections 226(a), 1174(d), 2800, and 2802.

16 58. As a result of the herein described violations of California law, Defendants
17 unlawfully gained an unfair advantage over other businesses.

18 59. Plaintiff and the other class members have been personally injured and continue
19 to be injured by Defendants' unlawful business acts and practices as alleged herein, including,
20 but not necessarily limited to, the loss of money and/or property.

21 60. Pursuant to California Business & Professions Code section 17200, et seq.,
22 Plaintiff and the other class members are entitled to restitution of the wages and other monies
23 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections
24 510 and 1198.

25 61. Pursuant to California Business & Professions Code section 17200, et seq.,
26 Plaintiff and the other class members are entitled to restitution of the wages withheld and
27 retained by Defendants during a period that commences from four years preceding the filing of
28 this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure

section 1021.5 and other applicable laws; and an award of costs.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against SACRAMENTO CHILDREN’S HOME and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

63. 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.

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

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

Failure to Pay Overtime

66. Defendants’ failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Provide Meal Periods

67. Defendants’ failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions

Code section 17200, et seq.

Failure to Provide Rest Periods

68. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Pay Minimum Wages

69. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Timely Pay Wages Upon Termination

70. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Timely Pay Wages During Employment

71. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Provide Compliant Wage Statements

72. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Keep Complete or Accurate Payroll Records

73. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

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Failure to Reimburse Necessary Business Expenses

74. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

75. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 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;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. 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;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code 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; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

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

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other employees pursuant to the California Private Attorneys General Act,, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated and on behalf of other employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the

1 other class members all minimum, overtime compensation due to them, failing to provide all
2 meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum
3 wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class
4 members' wages timely as required by California Labor Code section 201, 202 and 204 and by
5 violating California Labor Code sections 226(a), 1174(d), 2800, and 2802.

6 6. For restitution of unpaid wages to Plaintiff and all the other class members and
7 all pre-judgment interest from the day such amounts were due and payable;

8 7. For the appointment of a receiver to receive, manage and distribute any and all
9 funds disgorged from Defendants and determined to have been wrongfully acquired by
10 Defendants as a result of violation of California Business and Professions Code sections
11 17200, et seq.;

12 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5;

14 9. For injunctive relief to ensure compliance with this section, pursuant to
15 California Business and Professions Code sections 17200, et seq.; and

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

17 10. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
18 (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections
19 200-204, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
20 2802, 2698, and applicable Welfare Commission Wage Orders; and

21 11. For such other and further relief as the court may deem just and proper.

22 Dated: June 28, 2024

LAWYERS for JUSTICE, PC

23
24 By: 
25 Brian J. St. John
26 Attorneys for Plaintiff
27
28