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

OKSANA PARRILLA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

ETHIKA, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01362838-CU-OE-CXC
Honorable Layne H. Melzer
Department CX102

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
COMPLAINT FOR ENFORCEMENT
UNDER THE CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code

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1 California, County of Orange. The majority of acts and omissions alleged herein relating to
2 Plaintiff and other class members and aggrieved employees took place in the State of California,
3 including the County of Orange. At all relevant times, Defendant maintained its
4 headquarters/“nerve center” within the State of California, County of Orange.

5 **PARTIES**

6 5. Plaintiff OKSANA LOREEN PARRILLA is an individual residing in the State
7 of California, County of Orange.

8 6. Defendant ETHIKA, INC., at all times herein mentioned, was and is, upon
9 information and belief, a Delaware corporation, and at all times herein mentioned, an employer
10 whose employees are engaged throughout the State of California, including the County of
11 Orange.

12 7. At all relevant times, Defendant ETHIKA, INC. was the “employer” of Plaintiff
13 within the meaning of all applicable California laws and statutes.

14 8. At all times herein relevant, Defendants ETHIKA, INC. and DOES 1 through
15 100, and each of them, were the agents, partners, joint venturers, joint employers,
16 representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns,
17 each of the other, and at all times relevant hereto were acting within the course and scope of
18 their authority as such agents, partners, joint venturers, joint employers, representatives,
19 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions
20 alleged herein were duly committed with the ratification, knowledge, permission,
21 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

22 9. The true names and capacities, whether corporate, associate, individual or
23 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
24 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
25 information and belief alleges, that each of the defendants designated as a DOE is legally
26 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
27 the injuries and damages to Plaintiff and the other class members and the other aggrieved
28 employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this

1 Complaint to show the true names and capacities when the same have been ascertained.

2 10. Defendant ETHIKA, INC. and DOES 1 through 100 will hereinafter collectively
3 be referred to as “Defendants.”

4 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
5 affected the working conditions, wages, working hours, and conditions of employment of
6 Plaintiff and the other class members and the other aggrieved employees so as to make each of
7 said Defendants employers liable under the statutory provisions set forth herein.

8 **CLASS ACTION ALLEGATIONS**

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

12 13. The proposed class is defined as follows:

13 All current and former hourly-paid or non-exempt employees who worked for
14 any of the Defendants within the State of California at any time during the
15 period from November 21, 2019 to final judgment and who reside in California.

16 **Subclass A:** All class members who were required by Defendants to perform
17 health and safety checks related to COVID-19 off-the-clock.

18 **Subclass B:** All class members who were subject to Defendants’ practice of
19 rounding time recorded for purposes of calculating compensation for time
20 worked or for calculating meal periods.

21 **Subclass C:** All class members who received overtime compensation at a rate
22 lower than their respective regular rate of pay because Defendants failed to
23 include all shift differential pay/commissions/non-discretionary bonuses/non-
24 discretionary performance pay in the calculation of the regular rate of pay for
25 overtime pay purposes.

26 **Subclass D:** All class members who were required by Defendants to stay on
27 Defendants’ premises for rest breaks.

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

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

- 3 a. Numerosity: The class members are so numerous that joinder of all class
4 members is impracticable. The membership of the entire class is
5 unknown to Plaintiff at this time; however, the class is estimated to be
6 greater than fifty (50) individuals and the identity of such membership is
7 readily ascertainable by inspection of Defendants' employment records.
- 8 b. Typicality: Plaintiff's claims are typical of all other class members' as
9 demonstrated herein. Plaintiff will fairly and adequately protect the
10 interests of the other class members with whom she has a well-defined
11 community of interest.
- 12 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
13 each class member, with whom she has a well-defined community of
14 interest and typicality of claims, as demonstrated herein. Plaintiff has no
15 interest that is antagonistic to the other class members. Plaintiff's
16 attorneys, the proposed class counsel, are versed in the rules governing
17 class action discovery, certification, and settlement. Plaintiff has
18 incurred, and during the pendency of this action will continue to incur,
19 costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 d. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this litigation because individual joinder
24 of all class members is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class
26 action will advance public policy objectives. Employers of this great
27 state violate employment and labor laws every day. Current employees
28 are often afraid to assert their rights out of fear of direct or indirect

1 retaliation. However, class actions provide the class members who are
2 not named in the complaint anonymity that allows for the vindication of
3 their rights.

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

- 7 a. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants had a corporate policy and practice of failing to pay
10 their hourly-paid or non-exempt employees within the State of California
11 for all hours worked and missed (short, late, interrupted, and/or missed
12 altogether) meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiff and the other class members to
14 work over eight (8) hours per day and/or over forty (40) hours per week
15 and failed to pay the legally required overtime compensation to Plaintiff
16 and the other class members;
- 17 d. Whether Defendants deprived Plaintiff and the other class members of
18 meal and/or rest periods or required Plaintiff and the other class
19 members to work during meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
21 other class members for all hours worked;
- 22 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
23 class members within the required time upon their discharge or
24 resignation;
- 25 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
26 the other class members during their employment;
- 27 h. Whether Defendants complied with wage reporting as required by the
28 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;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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 allegedly 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 hourly-paid or non-

1 exempt employees of Defendants, and one or more of the alleged violations were committed
2 against them.

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

6 a. The aggrieved employee shall give written notice by online submission
7 (hereinafter “Employee's Notice”) to the LWDA and by certified mail to
8 the employer of the specific provisions of the California Labor Code
9 alleged to have been violated, including the facts and theories to support
10 the alleged violations.

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

20 22. On March 20, 2024, Plaintiff provided written notice by online submission to
21 the LWDA and by U.S. Certified Mail to ETHIKA, INC. of the specific provisions of the
22 California Labor Code alleged to have been violated, including the facts and theories to
23 support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65)
24 calendar days of the date of Plaintiff’s notice.

25 23. Therefore, Plaintiff has satisfied the administrative prerequisites under
26 California Labor Code section 2699.3(a) to recover civil penalties, in addition to other
27 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
28 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

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

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately November 2020 to approximately January 2022, in the State of California, County of Orange.

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

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

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

29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

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

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

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

breaks in violation of California law.

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

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members and aggrieved employees earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

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

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

1 missed.

2 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 required Plaintiff and the other class members and aggrieved employees to remain on
4 Defendants' premises during purported rest periods, thereby failing to relieve them of all
5 employer control.

6 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members and aggrieved
8 employees were entitled to receive at least minimum wages for compensation and that they
9 were not receiving at least minimum wages for all hours worked.

10 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 rounded the work time recorded by Plaintiff and the other class members and aggrieved
12 employees in a manner that was not fair and neutral on its face and/or that favored Defendants
13 over time, resulting in Plaintiff and the other class members and aggrieved employees being
14 underpaid for their time worked.

15 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 required Plaintiff and the other class members and aggrieved employees to perform health and
17 safety checks related to COVID-19 off-the-clock.

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

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

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

7 45. 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 and aggrieved employees in accordance with
10 California law, but, in fact, did not keep complete and accurate payroll records.

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

14 47. 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 and aggrieved employees pursuant to California law, and that Defendants had the
17 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
18 do so, and falsely represented to Plaintiff and the other class members and aggrieved
19 employees that they were properly denied wages, all in order to increase Defendants' profits.

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

25 49. During the relevant time period, Defendants failed to use the shift differential
26 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
27 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
28 where Plaintiff and the other class members and aggrieved employees earned shift differential

1 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
2 wages in the same.

3 50. During the relevant time period, Defendants failed to provide all requisite
4 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
5 employees.

6 51. During the relevant time period, Defendants required Plaintiff and the other class
7 members and aggrieved employees to remain on Defendants' premises during purported rest
8 periods, thereby failing to relieve them of all employer control.

9 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members and aggrieved employees at least minimum wages for all hours worked.

11 53. During the relevant time period, Defendants rounded the work time recorded by
12 Plaintiff and the other class members and aggrieved employees in a manner that was not fair
13 and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and the
14 other class members and aggrieved employees being underpaid for their time worked.

15 54. During the relevant time period, Defendants required Plaintiff and the other class
16 members and aggrieved employees to perform health and safety checks related to COVID-19
17 off-the-clock.

18 55. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members and aggrieved employees all wages owed to them upon discharge or resignation.

20 56. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 class members and aggrieved employees all wages within any time permissible under
22 California law, including, *inter alia*, California Labor Code section 204.

23 57. During the relevant time period, Defendants failed to provide complete or
24 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

25 58. During the relevant time period, Defendants failed to keep complete or accurate
26 payroll records for Plaintiff and the other class members and aggrieved employees.

27 59. During the relevant time period, Defendants failed to reimburse Plaintiff and the
28 other class members and aggrieved employees for all necessary business-related expenses and

1 costs.

2 60. During the relevant time period, Defendants failed to properly compensate
3 Plaintiff and the other class members and aggrieved employees pursuant to California law in
4 order to increase Defendants' profits.

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

8 **FIRST CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 510 and 1198)**

10 **(Against ETHIKA, INC. and DOES 1 through 100)**

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

14 63. California Labor Code section 1198 and the applicable Industrial Welfare
15 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
16 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
17 rate of pay, depending on the number of hours worked by the person on a daily or weekly
18 basis.

19 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
20 were required to pay Plaintiff and the other class members employed by Defendants, and
21 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
22 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
23 than forty (40) hours in a workweek.

24 65. The applicable IWC Wage Order further provides that Defendants are and were
25 required to pay Plaintiff and the other class members overtime compensation at a rate of two
26 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

27 66. California Labor Code section 510 codifies the right to overtime compensation
28 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours

1 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
2 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
3 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
4 of work.

5 67. During the relevant time period, Plaintiff and the other class members worked in
6 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

7 68. During the relevant time period, Defendants intentionally and willfully failed to
8 pay overtime wages owed to Plaintiff and the other class members.

9 69. Defendants' failure to pay Plaintiff and the other class members the unpaid
10 balance of overtime compensation, as required by California laws, violates the provisions of
11 California Labor Code sections 510 and 1198, and is therefore unlawful.

12 70. Pursuant to California Labor Code section 1194, Plaintiff and the other class
13 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
14 attorneys' fees.

15 **SECOND CAUSE OF ACTION**

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

17 **(Against ETHIKA, INC. and DOES 1 through 100)**

18 71. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 70, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 72. At all relevant times, the IWC Order and California Labor Code sections 226.7
22 and 512(a) were applicable to Plaintiff's and the other class members' employment by
23 Defendants.

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

27 74. At all relevant times, the applicable IWC Wage Order and California Labor
28 Code section 512(a) provide that an employer may not require, cause or permit an employee to

1 work for a work period of more than five (5) hours per day without providing the employee
2 with a meal period of not less than thirty (30) minutes, except that if the total work period per
3 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
4 consent of both the employer and employee.

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

12 76. During the relevant time period, Plaintiff and the other class members who were
13 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
14 their legally-mandated meal periods by mutual consent, were required to work for periods
15 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
16 minutes and/or rest period.

17 77. 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 six (6) hours were required to work for
19 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
20 (30) minutes and/or rest period.

21 78. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiff and the other class members to work during meal periods and failed to compensate
23 Plaintiff and the other class members the full meal period premium for work performed during
24 meal periods.

25 79. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full meal period premium due pursuant to California Labor Code section
27 226.7.

28 ///

80. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

81. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ETHIKA, INC. and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

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

85. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

86. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

///

87. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

88. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

89. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

90. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

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

(Against ETHIKA, INC. and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

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

93. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

94. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

2 95. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
3 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
4 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
5 minimum wages.

6 96. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
7 members are entitled to recover liquidated damages in an amount equal to the wages
8 unlawfully unpaid and interest thereon.

9 **FIFTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 201 and 202)**

11 **(Against ETHIKA, INC. and DOES 1 through 100)**

12 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 96, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

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

22 99. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiff and the other class members who are no longer employed by Defendants their
24 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

25 100. Defendants' failure to pay Plaintiff and the other class members who are no
26 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
27 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
28 201 and 202.

101. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

102. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against ETHIKA, INC. and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

1 108. Plaintiff and the other class members are entitled to recover all remedies
2 available for violations of California Labor Code section 204.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226(a))**

5 **(Against ETHIKA, INC. and DOES 1 through 100)**

6 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 108, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

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

23 111. Defendants have intentionally and willfully failed to provide Plaintiff and the
24 other class members with complete and accurate wage statements. The deficiencies include,
25 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
26 the other class members.

27 112. As a result of Defendants' violation of California Labor Code section 226(a),
28 Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

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

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

115. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against ETHIKA, INC. and DOES 1 through 100)

116. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

118. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

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119. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

120. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

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

(Against ETHIKA, INC. and DOES 1 through 100)

121. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

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

123. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

124. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

125. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 **TENTH CAUSE OF ACTION**

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

3 **(Against ETHIKA, INC. and DOES 1 through 100)**

4 126. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 125, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 127. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
8 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
9 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
10 interest within the meaning of Code of Civil Procedure section 1021.5.

11 128. Defendants' activities as alleged herein are violations of California law, and
12 constitute unlawful business acts and practices in violation of California Business &
13 Professions Code section 17200, et seq.

14 129. A violation of California Business & Professions Code section 17200, et seq.
15 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
16 policies and practices of requiring employees, including Plaintiff and the other class members,
17 to work overtime without paying them proper compensation violate California Labor Code
18 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
19 employees, including Plaintiff and the other class members, to work through their meal and
20 rest periods without paying them proper compensation violate California Labor Code sections
21 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
22 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
23 practices of failing to timely pay wages to Plaintiff and the other class members violate
24 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
25 Code sections 226(a), 1174(d), 2800 and 2802.

26 130. As a result of the herein described violations of California law, Defendants
27 unlawfully gained an unfair advantage over other businesses.

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1 131. Plaintiff and the other class members have been personally injured by
2 Defendants' unlawful business acts and practices as alleged herein, including but not
3 necessarily limited to the loss of money and/or property.

4 132. Pursuant to California Business & Professions Code sections 17200, et seq.,
5 Plaintiff and the other class members are entitled to restitution of the wages withheld and
6 retained by Defendants during a period that commences on November 21, 2019; an award of
7 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
8 applicable laws; and an award of costs.

9 **ELEVENTH CAUSE OF ACTION**

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

11 **(Against ETHIKA, INC. and DOES 1 through 100)**

12 133. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 132, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

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

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

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

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

2 144. Defendants' failure to keep complete and accurate payroll records relating to
3 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
4 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
5 1174(d).

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

7 145. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
8 necessary business-related expenses and costs in accordance with California Labor Code
9 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
10 Labor Code sections 2800 and 2802.

11 146. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
12 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
13 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
14 well as all statutory penalties against Defendants, and each of them, including but not limited
15 to:

- 16 a. Penalties under California Labor Code section 2699 in the amount of a
17 hundred dollars (\$100) for each aggrieved employee per pay period for the
18 initial violation, and two hundred dollars (\$200) for each aggrieved
19 employee per pay period for each subsequent violation;
- 20 b. Penalties under California Code of Regulations Title 8 section 11010, et
21 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
22 pay period for the initial violation, and one hundred dollars (\$100) for
23 each aggrieved employee per pay period for each subsequent violation;
- 24 c. Penalties under California Labor Code section 210 in addition to, and
25 entirely independent and apart from, any other penalty provided in the
26 California Labor Code in the amount of a hundred dollars (\$100) for each
27 aggrieved employee per pay period for the initial violation, and two
28 hundred dollars (\$200) for each aggrieved employee per pay period for

1 each subsequent violation; and

2 d. Any and all additional penalties and sums as provided by the California
3 Labor Code and/or other statutes.

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

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

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff, individually, and on behalf of other members of the general public similarly
14 situated, requests a trial by jury.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
17 public similarly situated and on behalf of other aggrieved employees pursuant to the California
18 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
19 severally, in excess of twenty-five thousand dollars (\$25,000) as follows:

20 **Class Certification**

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

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

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

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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

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

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

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

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

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

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

2 30. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
4 time of termination of the employment of Plaintiff and the other class members no longer
5 employed by Defendants;

6 31. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 32. For statutory wage penalties pursuant to California Labor Code section 203 for
9 Plaintiff and the other class members who have left Defendants' employ;

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

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

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

14 35. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
16 by California Labor Code section 204 to Plaintiff and the other class members;

17 36. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 37. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due; and

21 38. For such other and further relief as the Court may deem just and proper.

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

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

27 40. For actual, consequential and incidental losses and damages, according to proof;

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

2 42. For injunctive relief to ensure compliance with this section, pursuant to
3 California Labor Code section 226(h); and

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

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

6 44. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
8 for Plaintiff and the other class members as required by California Labor Code section
9 1174(d);

10 45. For actual, consequential and incidental losses and damages, according to proof;

11 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

12 47. For such other and further relief as the Court may deem just and proper.

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

14 48. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
16 class members for all necessary business-related expenses as required by California Labor
17 Code sections 2800 and 2802;

18 49. For actual, consequential and incidental losses and damages, according to proof;

19 50. For the imposition of civil penalties and/or statutory penalties;

20 51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

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

23 53. That the Court decree, adjudge and decree that Defendants violated California
24 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
25 other class members all overtime compensation due to them, failing to provide all meal and
26 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
27 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
28 wages timely as required by California Labor Code section 201, 202 and 204 and by violating

1 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

10 57. For injunctive relief to ensure compliance with this section, pursuant to
11 California Business and Professions Code sections 17200, et seq.; and

12 58. For such other and further relief as the Court may deem just and proper.

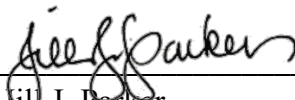
13 **As to the Eleventh Cause of Action**

14 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
15 (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202,
16 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
17 2802; and

18 60. For such other and further relief as the Court may deem equitable and appropriate.

19 Dated: February 18, 2026

PARKER & MINNE, LLP

21 By: 
22 Jill J. Parker
23 *Attorneys for Plaintiff*