

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com

Attorneys for Plaintiff Leah Pauli, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ERNESTO AGUIRRE, an individual
and on behalf of all others similarly
situated;

Plaintiff,

vs.

AFTON PROPERTIES, INC., a California
corporation; STAFFPAY, LLC, a
California limited liability company; and
DOES 1 through 50,

Defendants.

Case No. CIVSB2412177

*Assigned for all purposes to
Hon. Wilfred J Schneider, Jr.,
Dept. S32*

**DECLARATION OF JESSICA L. CAMPBELL
IN SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

(Filed Concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Supporting Declarations and [Proposed] Judgment
and Order)

DATE: April 21, 2026

TIME: 8:30 a.m.

DEPT: S32

Action Filed: December 17, 2023

Trial Date: Not Set

1 I, Jessica L. Campbell, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a Partner with
3 Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Leah Pauli (“Plaintiff”). The
4 following facts are within my personal knowledge and if called as a witness, I could and would
5 competently testify thereto.

6 2. I submit this Declaration in support of Plaintiff’s Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On April 8, 2024, Plaintiff filed her Complaint as a class action lawsuit, alleging wage
9 and hour claims.

10 4. On April 8, 2024, my office sent a letter to the California Labor & Workforce
11 Development Agency (“LWDA”) via online submission and to Defendant Afton Properties, Inc.
12 (“Defendant”) via certified mail regarding Defendants’ alleged violations. The LWDA did not respond
13 to this notice within 65 days, indicating it did not intend to investigate, thus allowing Plaintiff to file
14 the instant lawsuit pursuant to Labor Code Section 2699.3(a)(2)(A).

15 5. On July 9, 2024, Plaintiff filed her First Amended Complaint adding a claim for
16 Enforcement of the Private Attorneys General Act (“PAGA”).

17 6. Due to the presence of arbitration agreements that Plaintiff and class members
18 allegedly signed, Plaintiff dismissed her individual and class claims and proceeded on a PAGA-only
19 basis.

20 7. The Parties agreed to attend private mediation for this case and a related case filed by
21 Ernesto Aguirre.

22 8. The parties settled after attending mediation on July 8, 2025, with Jill R. Sperber, Esq.,
23 a respected class action and PAGA action mediator.

24 9. Aegis prosecutes wage and hour cases, including class actions on behalf of employees
25 and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently
26 serving as plaintiffs’ counsel of record in dozens of wage and hour and employment class action cases
27 pending in both state and federal court.

1 10. The attorneys working on this case have been appointed class counsel in many cases,
2 through both contested motions and settlement approval motions.

3 11. Aegis has litigated and successfully resolved many wage and hour class action cases
4 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v.*
5 *Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class
6 certification granted on May 14, 2021 for all current and former couriers misclassified as
7 independent contractors on issues of inaccurate wage statements, failure to reimburse business
8 expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior
9 Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and
10 former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v.*
11 *Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted
12 on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal
13 period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States
14 District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification
15 granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County
16 Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for
17 piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court,
18 Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt
19 employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior
20 Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break,
21 and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
22 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
23 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court,
24 Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees);
25 *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633
26 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East*
27 *West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure
28 to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast*

1 *Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and
2 expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County
3 Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include
4 shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital
5 workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
6 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest
7 breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
8 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due
9 to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
10 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
11 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to
12 supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
13 wages and missed meal and rest periods due to misclassification of newspaper delivery employees);
14 *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-
15 2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*,
16 Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
17 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case
18 No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business
19 expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse
20 expenses of therapists).

21 12. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
22 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
23 of California at Berkeley in 1997.

24 13. After graduation from law school in 2001, the same year in which Mr. Wong took
25 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
26 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
27 the employment department at Paul Hastings, he was involved in numerous wage and hour class
28 action lawsuits and other employment related matters.

1 14. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
2 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
3 represented and obtained successful outcomes for his clients, including awards through arbitration
4 and trial.

5 15. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
6 Lawyers Association, and California Employment Lawyers Association.

7 16. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
8 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013,
9 and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017,
10 and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC
11 Metro in 2014, 2015, and 2018.

12 17. Kashif Haque received his J.D. in 2001 from Washington University School of Law.
13 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an
14 article published in the Law Review, Executive Board Member of Moot Court, and a member of the
15 Dean's List. He received a Bachelor's of Science in Business Administration from the University of
16 Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

17 18. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
18 employment litigation with a specific focus on wage and hour claims. Since then, he has represented
19 over 500,000 employees with their employment claims, many of which included wage and hour
20 claims. He has been appointed class counsel in approximately 100 cases and is currently litigating
21 over 150 employment wage and hour class action cases.

22 19. Mr. Haque authored a book on employment litigation strategies with West
23 Publishing and has been invited to speak on class action and wage and hour issues on numerous
24 occasions. He has spoken at seminars by the State Bar of California, California Employment
25 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers.
26 Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar
27 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers
28 for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC

Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018.

20. I am a partner at Aegis Law Firm. I was admitted to the California Bar in December of 2011, and received my J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. I have dedicated my career to plaintiffs' side class actions. My experience includes successful work on class action appeals, class certification motions, and class settlements. I was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021.

21. Jamie Loos is a former associate at Aegis Law Firm. She was admitted to the California Bar in December of 2022. She received her J.D. from Chapman University Dale E. Fowler School of Law where she was a Full Merit Scholarship. Prior to law school, she received her B.A. from the University of Colorado, Boulder, where she was a member of the Phi Sigma Pi Honors Fraternity and a member of the Dean's List. While working at Aegis, she focused her practice on the representation of employees in wage and hour action.

22. My firm spent 93.1 hours working on this case, for a lodestar of \$57,880.00 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Kashif Haque	22.1	\$950.00	\$20,995.00
Jessica Campbell	14.1	\$800.00	\$11,280.00
Jamie Loos	56.9	\$450.00	\$25,605.00
Total	93.1		\$57,880.00

23. Aegis' hourly rates are comparable to those charged by other class action plaintiff's counsel and the firms defending class actions. The attorneys at Aegis dedicated significant resources to this case by dividing the tasks required according to skill level; the professional hours generated by each attorney are not unreasonable or duplicative.

24. During the pendency of this action, Aegis thoroughly investigated and researched the claims in controversy, their defenses, and the relevant body of law. Overall, Aegis performed extensive work and obtained a favorable result through time-consuming litigation, substantial analysis of the records, a full day of mediation, and negotiation of the Settlement. This time could have been spent

1 on other potentially lucrative cases. Aegis also took Plaintiff's case on a pure contingency basis, with
2 no guarantee of any payment.

3 25. In litigating this case, my office spent \$19,811.50 in litigation costs, such as filing
4 fees, expert fees, and mediation fees.

5 26. Attached hereto as **Exhibit 1** is a true and correct copy of the letter Plaintiff sent to
6 the LWDA and Defendants on April 8, 2024.

7 27. Attached hereto as **Exhibit 2** is a true and correct copy of the Pauli First Amended
8 Complaint.

9 28. Attached hereto as **Exhibit 3** is a true and correct copy of my firm's cost journal for
10 actual costs expended on this case.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct.

14
15 Executed on February 23, 2026, in Irvine, California.

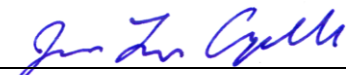
16
17 
18 _____
19 Jessica L. Campbell
20
21
22
23
24
25
26
27
28

EXHIBIT 1



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

April 8, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Afton Properties, Inc.:
Reuven Gradon
5850 W. 3rd Street Ste 199
Los Angeles, CA 90036

Re: Leah Pauli v. Afton Properties, Inc. et al.

Dear Labor and Workforce Development Agency; Afton Properties, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Afton Properties, Inc. and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 ("Respondent"), and the facts and theories in support of said allegations. This firm represents Leah Pauli ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal

periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, straight time wage, sick pay, and overtime wage at the correct rate of pay (in violation of Labor Code sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay (e.g., excluding bonuses, commission, or other incentive pay) or the required minimum wage, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as cell phone and personal vehicle use, among others. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, listed incorrect total hours worked by including non-

working hours or hours from other pay periods, and sometimes failed to list hours or rates, among other violations.

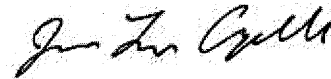
Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

1 **AEGIS LAW FIRM, PC**
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251
9 Email: jcampbell@aegislawfirm.com

10 Attorneys for Plaintiff, Leah Pauli, individually,
11 and on behalf of all others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 LEAH PAULI, individually and on behalf
15 of all others similarly situated,

16 Plaintiffs,

17 v.

18 AFTON PROPOERTIES, INC.; and DOES
19 1 through 20, inclusive,

20 Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Leah Pauli, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Leah Pauli ("Plaintiff") brings this putative class action against
5 defendants Afton Properties, Inc., and DOES 1 through 20, inclusive (collectively,
6 "Defendants"), on Plaintiff's own behalf and on behalf of a putative class of persons who are and
7 were employed by any or all Defendants as non-exempt employees throughout California.

8 2. Defendants provide services or goods throughout California.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements;
- 21 (f) failing to pay wages timely during employment; and
- 22 (g) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
24 others similarly situated in California to recover, among other things, unpaid wages, un-
25 reimbursed business expenses, benefits, interest, attorneys' fees, costs and expenses, and
26 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1182.12,
27 1194, 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4

5
6
7
8

9
10
11
12
13

14
15
16

17

18
19

20
21
22
23

24
25
26
27

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Class

All California citizens currently or formerly employed by any or all Defendants as non-exempt employees in the State of California at any time between October 13, 2019¹ and the date of class certification (“Class”).

21. Plaintiff also seeks to certify the following subclasses of employees:

Waiting Time Subclass

All members of the Class who separated their employment with any or all Defendants at any time between October 13, 2020 and the date of class certification (“Waiting Time Subclass”).

22. Plaintiff reserves the right to modify or re-define the Class, establish additional subclasses, or modify or re-define any class or subclass definition as appropriate based on investigation, discovery, and specific theories of liability.

23. Members of the Class and the Waiting Time Subclass described above will be collectively referred to as “Class Members.”

24. There are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to, the following:

- (a) Whether Defendants failed to pay Plaintiff and Class Members all wages (including minimum wages and overtime wages) for all hours worked by Plaintiff and Class Members.
- (b) Whether Defendants required Plaintiff and Class Members to work over eight (8) hours per day, over twelve (12) hours per day, and/or over forty (40) hours per week and failed to pay them proper overtime compensation for all overtime hours worked.

¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
7 necessary business-related costs expended for the benefit of Defendants.
- 8 (f) Whether Defendants failed to provide Plaintiff and Class Members
9 accurate itemized wage statements.
- 10 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
11 Members;
- 12 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all
13 wages due upon termination or within seventy-two (72) hours of
14 resignation.
- 15 (i) Whether Defendants' conduct was willful or reckless.
- 16 (j) Whether Defendants engaged in unfair business practices in violation of
17 Business and Professions Code §§ 17200, *et seq.*

18 25. There is a well-defined community of interest in this litigation and the proposed
19 Class and subclasses are readily ascertainable:

20 (a) Numerosity: The Class Members are so numerous that joinder of all
21 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
22 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
23 identities of the Class Members are readily ascertainable by inspection of Defendants'
24 employment and payroll records.

25 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
26 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
27 provisions of California's wage and hour laws entitled each Class Member to similar pay,
28 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries

1 sustained by the Class Members, because they arise out of and are caused by Defendants'
2 common course of conduct as alleged herein.

3 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
4 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
5 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
6 class counsel, are competent and experienced in litigating large employment class actions and
7 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
8 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
9 costs that have been and will be necessarily expended for the prosecution of this action for the
10 substantial benefit of the Class Members.

11 (d) Superiority: The nature of this action makes use of class action
12 adjudication superior to other methods. A class action will achieve economies of time, effort, and
13 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
14 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
15 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
16 to efficiently manage this case as a class action.

17 (e) Public Policy Considerations: Employers in the State of California violate
18 employment and labor laws every day. Current employees are often afraid to assert their rights
19 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
20 because they believe their former employers might damage their future endeavors through
21 negative references and/or other means. Class actions provide class members who are not named
22 in the complaint with a type of anonymity that allows for the vindication of their rights while
23 affording them privacy protections.

24 GENERAL ALLEGATIONS

25 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
26 California residents as non-exempt employees throughout California.

27 27. Defendants continue to employ non-exempt employees within California.

1 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Class Members were entitled to receive wages for all time
7 worked (including minimum wages and overtime wages) and that they were not receiving all
8 wages earned for work that was required to be performed. In violation of the Labor Code and
9 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
10 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

11 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to receive all required meal
13 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
14 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
15 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
16 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
17 pay when they did not receive a timely, uninterrupted meal period.

18 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
20 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
21 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
22 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
23 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
24 was missed, late, or interrupted.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
27 indemnification for all necessary business expenditures or losses as a direct consequence of the
28 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the

1 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
2 expenses or losses, but were not reimbursed nor indemnified of such expenses or losses that were
3 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
4 directions of Defendants.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Class Members were entitled to receive itemized wage
7 statements that accurately showed the following information pursuant to the Labor Code: (1)
8 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
12 which the employee is paid; (7) the name of the employee and only the last four digits of his or
13 her social security number or an employee identification number other than a social security
14 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
17 were not provided with accurate itemized wage statements.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
20 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
21 not receive payment of all wages within the permissible time periods.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
24 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
25 failed to do so in order to increase Defendants' profits.

26 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
28 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal

1 period premium payments, unpaid rest period premium payments, unreimbursed business
2 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
9 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

11 39. Plaintiff and Class Members were employees entitled to the protections of Labor
12 Code §§ 1194 and 1197.

13 40. During the relevant time period, Defendants failed to pay Plaintiff and Class
14 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

15 41. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
18 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
19 Members are entitled to recover the unpaid balance of their minimum wage compensation as
20 well as interest, costs, and attorneys' fees.

21 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
22 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
23 interest thereon.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

27 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
2 unlawful to employ persons without compensating them at a rate of pay either one and one-half
3 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
4 worked by the person on a daily or weekly basis.

5 46. Specifically, the applicable IWC Wage Orders provide that Defendants are and
6 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
7 and one-half times (1½) their regular rate of pay when working and for all hours worked in
8 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
9 eight (8) hours of work on the seventh day of work in a workweek.

10 47. The applicable IWC Wage Orders further provide that Defendants are and were
11 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
12 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
13 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

14 48. California Labor Code § 510 codifies the right to overtime compensation at one
15 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
17 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a workweek.

20 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
21 of more than six days in a workweek is only permissible if the employer pays proper overtime
22 compensation as set forth herein.

23 50. Plaintiff and Class Members were employees entitled to the protections of
24 California Labor Code §§ 510 and 1194.

25 51. During the relevant time period, Defendants required Plaintiff and Class Members
26 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
27 consecutive day of work, entitling them to overtime wages.

52. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

53. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

57. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

59. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours in a day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if

1 the total work period per day of the employee is not more than six (6) hours, the meal period may
2 be waived by mutual consent of both the employer and the employee.

3 60. Labor Code § 512(a) also provides that an employer may not employ an employee
4 for a work period of more than ten (10) hours per day without providing the employee with a
5 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
6 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
7 employer and the employee only if the first meal period was not waived.

8 61. During the relevant time period, Plaintiff and Class Members worked more than
9 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal
10 periods were missed, late, short, interrupted, and/or they were not permitted to take a second
11 meal period.

12 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
13 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant meal period is not provided.

15 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
16 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
17 and section 11 of the applicable IWC Wage Order.

18 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
19 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
20 Class Members suffered and continue to suffer a loss of wages and compensation.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PERMIT REST BREAKS**

23 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

24 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
27 work during any rest period mandated by the IWC Wage Orders.

1 67. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the
4 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
5 fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

6 68. During the relevant time period, Plaintiff and Class Members did not receive all
7 ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including
8 working in excess of ten (10) hours, because they were required to work through their rest
9 periods and/or were not authorized to take their rest periods.

10 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
11 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
12 compensation for each work day that a compliant rest period is not provided.

13 70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
14 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
15 226.7(b) and section 12 of the applicable IWC Wage Order.

16 71. As a result of Defendants’ failure to pay Plaintiff and Class Members an
17 additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class
18 Members suffered and continue to suffer a loss of wages and compensation.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 (Violation of Labor Code §§ 2800, 2802)

22 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his
25 employee for losses caused by the employer’s want of ordinary care.”

26 74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct
28

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer”

3 75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for
4 reimbursement of necessary expenditures under this section shall carry interest at the same rate
5 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
6 the necessary expenditure or loss.”

7 76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
8 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
9 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

10 77. During the relevant time period, Plaintiff and Class Members incurred necessary
11 business-related costs that were not fully reimbursed by Defendants.

12 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
13 indemnify Plaintiff and Class Members for their expenses due to Defendants’ knowing and
14 intentional failure to reimburse necessary business expenditures in connection with Plaintiff’s
15 and Class Members’ work and job duties.

16 79. As a direct result, Plaintiff and Class Members have suffered and continue to
17 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
18 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
19 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

20 SIXTH CAUSE OF ACTION

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 (Violation of Labor Code § 226; Violation of IWC Wage Order)

23 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 81. Labor Code § 226(a) requires Defendants to provide each employee with an
26 accurate wage statement in writing showing nine pieces of information, including, the following:
27 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
28 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee may be
2 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
3 which the employee is paid, (7) the name of the employee and the last four digits of his or her
4 social security number or an employee identification number other than a social security number,
5 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee.

8 82. During the relevant time period, Defendants have knowingly and intentionally
9 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
10 and Class Members. The deficiencies include, among other things, the failure to correctly state
11 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
12 number of hours worked at each hourly rate by Plaintiff and Class Members.

13 83. As a result of Defendants' knowing and intentional failure to comply with Labor
14 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
15 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
16 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
17 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
18 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
19 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
20 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
21 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
22 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
23 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
24 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
25 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

26 84. Plaintiff and Class Members are entitled to recover from Defendants the greater of
27 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
28 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars

1 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
2 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

3 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
4 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
5 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
6 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
7 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
8 to proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

11 (Violation of Labor Code §§ 201, 202, and 203)

12 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
15 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
16 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
17 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
18 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
19 his or her wages at the time of quitting.

20 88. During the relevant time period, Defendants willfully failed to pay the Waiting
21 Time Subclass all their earned wages upon termination, either at the time of discharge or within
22 seventy-two (72) hours of their leaving Defendants' employ.

23 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
24 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
25 violation of Labor Code §§ 201 and 202.

26 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
27 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
28 the wages of the employee shall continue as a penalty from the due date at the same rate until

1 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
2 days.

3 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
4 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
5 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
6 maximum of thirty (30) days.

7 EIGHTH CAUSE OF ACTION

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

9 (Violation of Business and Professions Code §§ 17200, *et seq.*)

10 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
13 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .
14 . ."

15 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
16 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
17 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
18 suffer injuries-in-fact.

19 95. Defendants' policies and practices violated state law in at least the following
20 respects:

- 21 (a) Failing to pay all wages earned (including minimum wage and overtime
22 wages) to Plaintiff and Class Members at the proper rate and in a timely
23 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- 24 (b) Failing to provide compliant meal periods without paying Plaintiff and
25 Class Members premium wages for every day said meal periods were not
26 provided in violation of Labor Code §§ 226.7 and 512.
- 27 (c) Failing to authorize or permit compliant rest breaks without paying
28 Plaintiff and Class Members premium wages for every day said rest

breaks were not authorized or permitted in violation of Labor Code § 226.7.

(d) Failing to reimburse Plaintiff and Class Members for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

(e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code § 226.

(f) Failing to timely pay all earned wages to the members of the Waiting Time Subclass upon separation of employment in violation of Labor Code §§ 201, 202, and 203.

96. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to furnish accurate wage statements, and failing to pay all wages due and owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in order to decrease their costs of doing business and increase their profits.

97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class Members as being knowledgeable concerning the labor and employment laws of California.

98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

99. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

100. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

101. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

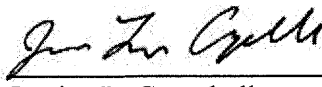
1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Leah Pauli as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;

1 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
3 226(e) and 1194; and

4 14. For such other relief as the Court deems just and proper.
5

6 Dated: April 8, 2024

AEGIS LAW FIRM, PC

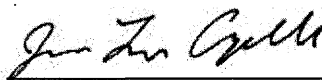
7
8 By: 
9 Jessica L. Campbell
Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.
12

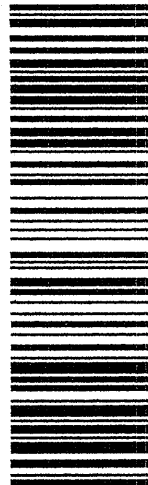
13 Dated: April 8, 2024

AEGIS LAW FIRM, PC

14
15 By: 
16 Jessica L. Campbell
Attorneys for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 0373 5029 48
9589 0710 5270 0373 5029 48

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$

Pauli
V.
Afton
Postmark Here

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to Agent for Service of
Process for Afton Properties, Inc.
Reuven Gracdon
5850 W. 3rd Street Ste 199
Los Angeles, CA 90036



9590 9402 8747 3310 4502 11

2. Article Number (Transfer from service label)

9589 0710 5270 0373 5029 48

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery
Insured Mail (over \$500) ☐ Insured Mail Restricted Delivery (over \$500)

USPS TRACKING #



9590 9402 8747 3310 4502 11



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

Aegis Law Firm
9311 Irvine Center Drive
Suite 100
Irvine, CA 92618

Pauli v. Afton

SAMUEL WONG
9811 IRVINE CENTER DRIVE, SUITE 100
IRVINE, CA 92618

\$10.40⁰
US POSTAGE
FIRST-CLASS
FROM 92618
04/08/2024
stamps
endicia

062S0014950449



AGENT FOR SERVICE OF PROCESS FOR AFTON PROPERTIES,
Reuven Gradon
5850 W 3RD ST STE 199
LOS ANGELES CA 90036-2836

EXHIBIT 2

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: jcampbell@aegislawfirm.com

Attorneys for Plaintiff, Leah Pauli, individually,
and on behalf of all others similarly situated.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
7/9/2024 12:46 PM
By: Sen Yeung Shu, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LEAH PAULI, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

AFTON PROPOERTIES, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. CIVSB2411749

*Assigned for All Purposes to:
Judge Thomas S Garza; Dept. S27*

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

1 Plaintiff Leah Pauli, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Leah Pauli (“Plaintiff”) brings this putative class action and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants Afton Properties, Inc., and DOES 1 through 20, inclusive
7 (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of persons who are and
8 were employed by any or all Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
25 others similarly situated in California to recover, among other things, unpaid wages, un-
26 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
27 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512,
28

1 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and
2 Code of California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
5 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
6 the Superior Court and will be established according to proof at trial.

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

11 8. This Court has jurisdiction over all Defendants because, upon information and
12 belief, they are citizens of California, have sufficient minimum contacts in California, or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice.

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

19 **THE PARTIES**

20 10. Plaintiff is a resident of California and worked for Defendants during the relevant
21 time periods as alleged herein.

22 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
23 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
24 employers, whose employees were and are engaged throughout this county and the State of
25 California.

26 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
27 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
28

1 Complaint and serve such fictitiously named defendants once their names and capacities become
2 known.

3 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
5 all relevant times.

6 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
7 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
9 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
10 employer and/or joint employer of Plaintiff and the class members.

11 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
12 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
13 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
14 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
15 official policy of Defendants.

16 16. At all relevant times, Defendants, and each of them, acted within the scope of
17 such agency or employment, or ratified each and every act or omission complained of herein. At
18 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
19 each and all the other Defendants in proximately causing the damages herein alleged.

20 17. Plaintiff is informed and believes, and thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 **CLASS ACTION ALLEGATIONS**

24 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
25 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
26 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

27 19. All claims alleged herein arise under California law for which Plaintiff seeks
28 relief authorized by California law.

1 20. Plaintiff's proposed class consists of and is defined as follows:

2 Class

3 All California citizens currently or formerly employed by any or all Defendants as
4 non-exempt employees in the State of California at any time between October 13,
5 2019¹ and the date of class certification ("Class").

6 21. Plaintiff also seeks to certify the following subclasses of employees:

7 Waiting Time Subclass

8 All members of the Class who separated their employment with any or all
9 Defendants at any time between October 13, 2020 and the date of class
10 certification ("Waiting Time Subclass").

11 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
12 subclasses, or modify or re-define any class or subclass definition as appropriate based on
13 investigation, discovery, and specific theories of liability.

14 23. Members of the Class and the Waiting Time Subclass described above will be
15 collectively referred to as "Class Members."

16 24. There are common questions of law and fact as to the Class Members that
17 predominate over any questions affecting only individual members including, but not limited to,
18 the following:

19 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
20 (including minimum wages and overtime wages) for all hours worked by
21 Plaintiff and Class Members.

22 (b) Whether Defendants required Plaintiff and Class Members to work over
23 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
24 (40) hours per week and failed to pay them proper overtime compensation
25 for all overtime hours worked.

26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
7 necessary business-related costs expended for the benefit of Defendants.
- 8 (f) Whether Defendants failed to provide Plaintiff and Class Members
9 accurate itemized wage statements.
- 10 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
11 Members;
- 12 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all
13 wages due upon termination or within seventy-two (72) hours of
14 resignation.
- 15 (i) Whether Defendants' conduct was willful or reckless.
- 16 (j) Whether Defendants engaged in unfair business practices in violation of
17 Business and Professions Code §§ 17200, *et seq.*

18 25. There is a well-defined community of interest in this litigation and the proposed
19 Class and subclasses are readily ascertainable:

20 (a) Numerosity: The Class Members are so numerous that joinder of all
21 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
22 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
23 identities of the Class Members are readily ascertainable by inspection of Defendants'
24 employment and payroll records.

25 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
26 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
27 provisions of California's wage and hour laws entitled each Class Member to similar pay,
28 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries

1 sustained by the Class Members, because they arise out of and are caused by Defendants'
2 common course of conduct as alleged herein.

3 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
4 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
5 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
6 class counsel, are competent and experienced in litigating large employment class actions and
7 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
8 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
9 costs that have been and will be necessarily expended for the prosecution of this action for the
10 substantial benefit of the Class Members.

11 (d) Superiority: The nature of this action makes use of class action
12 adjudication superior to other methods. A class action will achieve economies of time, effort, and
13 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
14 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
15 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
16 to efficiently manage this case as a class action.

17 (e) Public Policy Considerations: Employers in the State of California violate
18 employment and labor laws every day. Current employees are often afraid to assert their rights
19 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
20 because they believe their former employers might damage their future endeavors through
21 negative references and/or other means. Class actions provide class members who are not named
22 in the complaint with a type of anonymity that allows for the vindication of their rights while
23 affording them privacy protections.

24 **GENERAL ALLEGATIONS**

25 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
26 California residents as non-exempt employees throughout California.

27 27. Defendants continue to employ non-exempt employees within California.

1 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Class Members were entitled to receive wages for all time
7 worked (including minimum wages and overtime wages) and that they were not receiving all
8 wages earned for work that was required to be performed. In violation of the Labor Code and
9 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
10 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

11 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to receive all required meal
13 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
14 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
15 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
16 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
17 pay when they did not receive a timely, uninterrupted meal period.

18 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
20 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
21 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
22 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
23 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
24 was missed, late, or interrupted.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
27 indemnification for all necessary business expenditures or losses as a direct consequence of the
28 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the

1 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
2 expenses or losses, but were not reimbursed nor indemnified of such expenses or losses that were
3 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
4 directions of Defendants.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and Class Members were entitled to receive itemized wage
7 statements that accurately showed the following information pursuant to the Labor Code: (1)
8 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
12 which the employee is paid; (7) the name of the employee and only the last four digits of his or
13 her social security number or an employee identification number other than a social security
14 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
17 were not provided with accurate itemized wage statements.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
20 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
21 not receive payment of all wages within the permissible time periods.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
24 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
25 failed to do so in order to increase Defendants' profits.

26 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
27 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
28 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal

1 period premium payments, unpaid rest period premium payments, unreimbursed business
2 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
9 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

11 39. Plaintiff and Class Members were employees entitled to the protections of Labor
12 Code §§ 1194 and 1197.

13 40. During the relevant time period, Defendants failed to pay Plaintiff and Class
14 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

15 41. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
18 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
19 Members are entitled to recover the unpaid balance of their minimum wage compensation as
20 well as interest, costs, and attorneys' fees.

21 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
22 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
23 interest thereon.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

27 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
2 unlawful to employ persons without compensating them at a rate of pay either one and one-half
3 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
4 worked by the person on a daily or weekly basis.

5 46. Specifically, the applicable IWC Wage Orders provide that Defendants are and
6 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
7 and one-half times (1½) their regular rate of pay when working and for all hours worked in
8 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
9 eight (8) hours of work on the seventh day of work in a workweek.

10 47. The applicable IWC Wage Orders further provide that Defendants are and were
11 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
12 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
13 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

14 48. California Labor Code § 510 codifies the right to overtime compensation at one
15 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
17 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a workweek.

20 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
21 of more than six days in a workweek is only permissible if the employer pays proper overtime
22 compensation as set forth herein.

23 50. Plaintiff and Class Members were employees entitled to the protections of
24 California Labor Code §§ 510 and 1194.

25 51. During the relevant time period, Defendants required Plaintiff and Class Members
26 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
27 consecutive day of work, entitling them to overtime wages.

52. During the relevant time period, Defendants failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages.

53. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

57. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

59. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours in a day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if

1 the total work period per day of the employee is not more than six (6) hours, the meal period may
2 be waived by mutual consent of both the employer and the employee.

3 60. Labor Code § 512(a) also provides that an employer may not employ an employee
4 for a work period of more than ten (10) hours per day without providing the employee with a
5 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
6 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
7 employer and the employee only if the first meal period was not waived.

8 61. During the relevant time period, Plaintiff and Class Members worked more than
9 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal
10 periods were missed, late, short, interrupted, and/or they were not permitted to take a second
11 meal period.

12 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
13 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant meal period is not provided.

15 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
16 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
17 and section 11 of the applicable IWC Wage Order.

18 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
19 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
20 Class Members suffered and continue to suffer a loss of wages and compensation.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PERMIT REST BREAKS**

23 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

24 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
27 work during any rest period mandated by the IWC Wage Orders.
28

67. Section 12 of the applicable IWC Wage Order states “[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 the “[a]uthorized 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 (3½) hours.

68. During the relevant time period, Plaintiff and Class Members did not receive all ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

71. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer”

3 75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for
4 reimbursement of necessary expenditures under this section shall carry interest at the same rate
5 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
6 the necessary expenditure or loss.”

7 76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
8 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
9 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

10 77. During the relevant time period, Plaintiff and Class Members incurred necessary
11 business-related costs that were not fully reimbursed by Defendants.

12 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
13 indemnify Plaintiff and Class Members for their expenses due to Defendants’ knowing and
14 intentional failure to reimburse necessary business expenditures in connection with Plaintiff’s
15 and Class Members’ work and job duties.

16 79. As a direct result, Plaintiff and Class Members have suffered and continue to
17 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
18 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
19 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 (Violation of Labor Code § 226; Violation of IWC Wage Order)

23 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 81. Labor Code § 226(a) requires Defendants to provide each employee with an
26 accurate wage statement in writing showing nine pieces of information, including, the following:
27 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
28 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee may be
2 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
3 which the employee is paid, (7) the name of the employee and the last four digits of his or her
4 social security number or an employee identification number other than a social security number,
5 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee.

8 82. During the relevant time period, Defendants have knowingly and intentionally
9 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
10 and Class Members. The deficiencies include, among other things, the failure to correctly state
11 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
12 number of hours worked at each hourly rate by Plaintiff and Class Members.

13 83. As a result of Defendants' knowing and intentional failure to comply with Labor
14 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
15 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
16 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
17 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
18 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
19 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
20 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
21 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
22 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
23 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
24 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
25 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

26 84. Plaintiff and Class Members are entitled to recover from Defendants the greater of
27 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
28 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars

1 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
2 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

3 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
4 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
5 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
6 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
7 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
8 to proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

11 (Violation of Labor Code §§ 201, 202, and 203)

12 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
15 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
16 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
17 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
18 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
19 his or her wages at the time of quitting.

20 88. During the relevant time period, Defendants willfully failed to pay the Waiting
21 Time Subclass all their earned wages upon termination, either at the time of discharge or within
22 seventy-two (72) hours of their leaving Defendants' employ.

23 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
24 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
25 violation of Labor Code §§ 201 and 202.

26 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
27 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
28 the wages of the employee shall continue as a penalty from the due date at the same rate until

1 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
2 days.

3 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
4 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
5 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
6 maximum of thirty (30) days.

7 **EIGHTH CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

9 (Violation of Business and Professions Code §§ 17200, *et seq.*)

10 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
13 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
14 . .”

15 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
16 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
17 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
18 suffer injuries-in-fact.

19 95. Defendants’ policies and practices violated state law in at least the following
20 respects:

- 21 (a) Failing to pay all wages earned (including minimum wage and overtime
22 wages) to Plaintiff and Class Members at the proper rate and in a timely
23 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- 24 (b) Failing to provide compliant meal periods without paying Plaintiff and
25 Class Members premium wages for every day said meal periods were not
26 provided in violation of Labor Code §§ 226.7 and 512.
- 27 (c) Failing to authorize or permit compliant rest breaks without paying
28 Plaintiff and Class Members premium wages for every day said rest

breaks were not authorized or permitted in violation of Labor Code § 226.7.

(d) Failing to reimburse Plaintiff and Class Members for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

(e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code § 226.

(f) Failing to timely pay all earned wages to the members of the Waiting Time Subclass upon separation of employment in violation of Labor Code §§ 201, 202, and 203.

96. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to furnish accurate wage statements, and failing to pay all wages due and owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in order to decrease their costs of doing business and increase their profits.

97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class Members as being knowledgeable concerning the labor and employment laws of California.

98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

99. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

100. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

101. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")

102. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

103. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

104. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

105. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

- a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages at the correct rate (including minimum wage, sick pay, and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

- b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

106. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

107. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

108. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

109. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

///

1 **PRAYER FOR RELIEF**

2 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
3 for relief and judgment against Defendants, jointly and severally, as follows:

4 1. For certification under California Code of Civil Procedure § 382 of the proposed
5 Class and any other appropriate subclass;

6 2. For appointment of Leah Pauli as class representative;

7 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;

8 4. For compensatory damages in an amount according to proof at trial;

9 5. For an award of damages in the amount of unpaid compensation including, but
10 not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

11 6. For economic and/or special damages in an amount according to proof at trial;

12 7. For liquidated damages pursuant to Labor Code § 1194.2;

13 8. For statutory penalties to the extent permitted by law, including those pursuant to
14 the Labor Code and IWC Wage Orders;

15 9. For injunctive relief as provided by the California Labor Code and California
16 Business and Professions Code §§ 17200, *et seq.*;

17 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

18 11. For an order requiring Defendants to restore and disgorge all funds to each
19 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
20 or fraudulent and, therefore, constituting unfair competition under Business and Professions
21 Code §§ 17200, *et seq.*;

22 12. For pre-judgment interest;

23 13. For civil penalties;

24 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
25 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
26 226(e), 1194, and 2698 *et seq.*; and

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15. For such other relief as the Court deems just and proper.

Dated: July 9, 2024

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff

EXHIBIT 3

Aegis Law Firm, PC

Date Range: 03/01/2011 to 02/26/2026
Client: 4606 - Leah Pauli
Matter: 12167 - Pauli v. Afton Properties & Staffpay (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
04/08/2024	FF	Filing Fee	\$1,548.95		Unbilled				
07/09/2024	FF	Filing Fee	\$17.20		Unbilled				
07/24/2024	SOP	Service of Process-Afton Properties Inc	\$119.40		Unbilled				
08/01/2024	FF	Filing Fee	\$37.25		Unbilled				
10/29/2024	FF	Filing Fee	\$17.20		Unbilled				
02/20/2025	FF	Filing Fee	\$18.15		Unbilled				
02/27/2025	FF	Filing Fee	\$18.90		Unbilled				
03/06/2025	FF	Filing Fee	\$18.90		Unbilled				
04/18/2025	MED	Vendor: Judicate West; Date: 4/18/2025 - Mediation Services-	\$6,450.00		Unbilled			997095	Judicate West
06/02/2025	EXP	Vendor: Berger Consulting Group, LLC; Date: 6/2/2025 - Expert Witness Fee-	\$8,280.00		Unbilled			997125	Berger Consulting Group, LLC
09/10/2025	FF	Filing Fee	\$18.90		Unbilled				
02/26/2026	CC	Cumulative Copies, Faxes, Scans, Postage	\$3,267.50		Unbilled				
		Total:	\$19,812.35	\$0.00					
		Balance:	\$19,812.35						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$19,812.35						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						