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Electronically
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by Superior Court of California, County of San Mateo
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By /s/ Hessen Ladcani
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

MARITES BUTLER PASCUAL, an
individual, on her own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AT HOME SUPPORT SENIOR CARE,
INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24-CIV-02263

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 15);**
- 2. FAILURE TO PAY MINIMUM WAGES DUE TO ROUNDING (Cal. Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 15)**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 15)**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 15);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code § 226; IWC Wage Order No. 15);**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code § 2802);**
- 7. FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE (Cal. Labor Code § 2802);**
- 8. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code § 1198.5);**
- 9. FAILURE TO PAY FOR ALL HOURS WORKED (Cal. Labor Code § 204; IWC Wage Order No. 15); and**

**10. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

MARITES BUTLER PASCUAL (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by At Home Support Senior Care, Inc. (“At Home” or “Defendant”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime wages, failure to pay minimum wages due to rounding, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to reimburse business expenses, failure to provide a uniform maintenance allowance, failure to allow inspection of employee records, and pay for all hours worked.

2. Plaintiffs have worked as employees in at patient homes throughout San Mateo County. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like her co-workers whom Defendant also employed during the applicable limitations period, spend their workdays at At Home’s patients’ homes, under illegal and highly regimented circumstances. That regimen results from Defendant’s insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime, failing to pay minimum wages, refusing to provide meal periods, refusing to provide rest breaks, not paying the required extra hour for missed meal and

1 rest breaks, failing to reimburse business expenses, failing to pay a uniform maintenance
2 allowance, failing to allow inspection of employee records, not paying for all hours worked,
3 and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4 4. Plaintiff brings this class action to recover, among other things, wages and
5 penalties from unpaid wages earned and due, including but not limited to, premium overtime
6 wages, minimum wages due to illegal rounding, late and missed rest break wages, wages due to
7 discharged or quitting employees, penalties for failure to provide accurate itemized wage
8 statements, penalties for failure to allow inspection of records, damages and penalties for
9 willful misclassification of employees as exempt, reimbursement of business expenses, failure
10 to pay for all hours worked, failure to provide uniforms and maintenance thereof worked and
11 interest, attorneys' fees, costs, and expenses.

12 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
13 herself and all members of the class, to compensate these workers for the unpaid wages and to
14 protect current and future workers of Defendant from being subjected to similar wage theft and
15 otherwise unlawful working conditions.

16 6. Plaintiff also brings an action seeking relief for Defendant's violations of
17 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
18 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
19 business practices, as well as injunctive relief.

20 JURISDICTION AND VENUE

21 7. This Court has jurisdiction over this Complaint under Code of Civil Procedure
22 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
23 *Professions Code* §§ 17200 *et seq.* Plaintiff Marites Butler Pascual brings this Complaint on
24 her own behalf and on behalf of all persons in the Class as defined in paragraph 16 below.

25 8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
26 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
27 herein, occurred in the County of San Mateo and because each of the Defendants owned and
28 operated their businesses in the County of San Mateo.

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THE PARTIES

PLAINTIFF

9. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of San Francisco County, California;
- (b) Employed as an hourly employee for Defendant in San Mateo County, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510 and 1194 and the applicable Wage Orders;
- (d) Did not receive minimum wages due to illegal rounding in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and the applicable Wage Orders;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) Was not reimbursed for business expenses as required by *Labor Code* §2802;
- (i) Was not provided a uniform maintenance allowance as required by *Labor Code* §2802;
- (j) Was not paid for all hours worked; and
- (k) Was not allowed to inspect her employment records as required by *Labor Code* §1198.5. Each of these was a violation of the *Labor Code*.

DEFENDANT

10. Plaintiff is informed and believes, and based on that information and belief, alleges, Defendant At Home is, and at all times mentioned herein was:

- 1 (a) A California corporation, with a principal place of business at 1590 El
2 Camino Real, Suite K, San Bruno, California. Defendant has been
3 authorized to do business and has been doing business in the County of
4 San Mateo;
- 5 (b) The current employer of Plaintiff and the current and former employer of
6 the putative Class members;
- 7 (c) Paid Plaintiff and all Class members on an hourly basis;
- 8 (d) Failed to pay Plaintiff and all putative Class members premium overtime
9 wages;
- 10 (e) Failed to pay Plaintiff and all putative Class members minimum wages
11 due to illegal rounding;
- 12 (f) Failed to provide Plaintiff and all putative Class members with meal and
13 rest periods, failed to provide Plaintiff and all putative Class members
14 with accurate itemized wage statements;
- 15 (g) Failed to reimburse for business expenses;
- 16 (h) Failed to provide a uniform maintenance allowance;
- 17 (i) Failed to pay for all hours worked; and
- 18 (j) Failed to allow Plaintiff and all putative Class members to inspect
19 employment records. Each of these was a violation of the *Labor Code*.

20 11. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
22 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
23 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
24 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

25 12. Plaintiff is informed and believes, and based on that information and belief
26 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
27 reside in or are authorized to do, or are otherwise doing, business in the State of California.
28 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and

1 conduct business in the County of San Mateo. Each of the Defendants DOES 1 through 100
2 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
3 alter ego and/or representative of one or more of the other Defendants named herein, and acting
4 with permission, authorization, and/or ratification and consent of the other Defendants.

5 13. Plaintiff is informed and believes, and based on that information and belief
6 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
7 inclusive, are responsible in some manner for one or more of the events and happenings that
8 proximately caused the injuries and damages hereinafter alleged.

9 14. Plaintiff is informed and believes, and based on that information and belief
10 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
11 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
12 the other Defendants and that each Defendant was acting within the course and scope of his,
13 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
14 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
15 Class, for the damages sustained as a proximate result of their conduct.

16 15. Plaintiff is informed and believes, and based on that information and belief
17 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
18 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
19 themselves and entered into a combination and systemized campaign of activity to *inter alia*
20 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
21 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
22 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
23 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
24 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
25 the actions of one Defendant were accomplished in concert with, and with the knowledge,
26 ratification, authorization and approval of each of the other Defendants.

27 **CLASS ALLEGATIONS**

28 **A. The Definition of the Class**

1 16. The Class (“the Class”) is defined as follows:

2 (a) “All current and former employees who were hourly paid employees of
3 Defendant and worked for At Home in California at any time during the period
4 commencing on the date that is four (4) years prior to the filing of this
5 Complaint and continuing through the present date (the “Class Period”).”

6 (b) “All persons who were hourly paid employees of Defendant and worked for
7 At Home in California and left the employ of Defendant at any time during the
8 period commencing on the date that is within one (1) year prior to the filing of
9 this Complaint and continuing through the present date (the “Class Period”).”

10 17. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
11 amend or modify the Class description with greater specificity or further division into
12 subclasses or limitation to particular issues.

13 18. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
14 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
15 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
16 amend this Complaint once she completes and complies with the provisions under the law.

17 **B. Maintenance of the Action**

18 19. Plaintiff brings this action individually and on behalf of herself and as
19 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
20 and 17204 and *Code of Civil Procedure* § 382.

21 **C. The Class Requisites**

22 20. At all material times, Plaintiff was a member of the Class.

23 21. The Class action meets the statutory prerequisites for maintaining a class action
24 under Code of Civil Procedure § 382 in that:

25 (a) The persons who comprise the Class are so numerous that the joinder of all
26 those persons is impracticable and the disposition of their claims as a Class
27 will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the Class and will apply
3 uniformly to every Class member;
- 4 (c) The claims of the representative Plaintiff are typical of the claims of each
5 Class member. Plaintiff, like all Class members, has sustained damages
6 arising from Defendant's violations of the laws of the State of California.
7 Plaintiff, and the Class members, were and are similarly or identically
8 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
9 pattern of misconduct engaged in by the Defendant;
- 10 (d) The representative Plaintiff has, and will continue to, fairly and adequately
11 represent and protect the interests of the Class and has retained counsel
12 who are competent and experienced in class action litigation. There are no
13 material conflicts between the claims of the representative Plaintiff and the
14 Class members that would make class certification inappropriate. Counsel
15 for the Class will vigorously assert the claims of all Class members.

16 22. The persons who comprise the Class are so numerous that joining all of them is
17 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
18 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
19 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
20 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
21 Plaintiff are experienced, qualified and generally able to conduct complex class action
22 litigation.

23 23. The Court should permit the action to be maintained as a class action under
24 *Code of Civil Procedure* § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members:
- 27 (b) A class action is superior to any other available method for fairly and
28 efficiently adjudicating the claims of the Class;

- 1 (c) The Class members are so numerous that it is impractical to bring all of
2 them before the Court;
- 3 (d) Plaintiff and other Class members will not be able to obtain effective and
4 economic legal redress unless the action is maintained as a class action;
- 5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the statutory violations, and in obtaining adequate
7 compensation for the damages and injuries for which Defendant is
8 responsible in an amount sufficient to adequately compensate the Class
9 members;
- 10 (f) Without Class certification, the prosecution of separate actions by
11 individual Class members would create a risk of:
- 12 i. Inconsistent or varying adjudications for individual Class members
13 that would establish incompatible standards of conduct for
14 Defendant; and/or,
- 15 ii. Adjudication for individual Class members that would, as a
16 practical matter, dispose of other non-party members' interests, or
17 that would substantially impair or impede the non-parties' ability
18 to protect their interests, by, for example, potentially exhausting
19 the funds available from Defendant, and
- 20 (g) Defendant has acted or refused to act on grounds generally applicable to
21 the Classes, making final injunctive relief appropriate for the Class, as a
22 whole.

23 24. Plaintiff contemplates eventually issuing notice to the proposed Class members
24 that would set forth the subject and nature of the action. The Defendant's own business records
25 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
26 any further notices may be required, Plaintiff would contemplate using additional media and/or
27 mailing.

28 GENERAL ALLEGATIONS

1 25. At all times material hereto, Defendant has been and is, a non-medical home
2 care agency.

3 26. Plaintiff and members of the Class were employed as Caregivers by Defendant
4 in California at various times during the Class Period.

5 **THE CONDUCT**

6 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
7 Plaintiff and members of the Class wages and compensation owed under California law.

8 28. Starting on or about October 9, 2023 and continuing to the present, Defendant
9 employed Plaintiff on an hourly basis as a Caregiver at various patients' homes throughout San
10 Mateo County.

11 29. While employed by Defendant as a Caregiver, Plaintiff was paid approximately
12 \$20.00 per hour.

13 30. The employment by Defendant of the Class members, and each them, is
14 governed by Industrial Welfare Commission Wage Order 15, which covers those persons
15 employed in the household occupations.

16 **FAILURE TO PAY OVERTIME/MINIMUM WAGES DUE TO ROUNDING**

17 31. Under California law, non-exempt employees as defined by Wage Order 15, are
18 entitled to premium wages for overtime worked. Under California law, an hourly paid
19 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
20 exceed 40 hours of work in a week or work seven days in a row.

21 32. Under California law, non-exempt employees as defined by the applicable Wage
22 Order are entitled to minimum wages. Labor Code Section 1197 states the California
23 requirement that employees must be paid at least the minimum wage fixed by the Commission
24 or by any applicable state or local law, and any payment of less than the minimum wage is
25 unlawful. Similarly, Labor Code Section 1194 entitles "any employee receiving less than the
26 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
27 amount of this minimum wage." The applicable IWC Wage Order(s), including IWC Wage
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1 Order No. 15-2001, obligates employers to pay each employee minimum wages for all hours
2 worked.

3 33. These minimum wage standards apply to each hour employees worked or were
4 subject to control by the employer for which they were not paid. Therefore, an employer's
5 failure to pay for any particular hour of time worked by an employee or subject to the
6 employer's control is unlawful, even if averaging an employee's total pay over all hours
7 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
8 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

9 34. At all times during the relevant time period, Plaintiff and the Class were not paid
10 overtime and minimum wages due to rounding and the failure of Defendant to provide
11 meal/rest breaks. Plaintiff rounded her hours and Defendant only paid Plaintiff and members of
12 the Class for rounded down hours, not their actual hours worked.

13 35. During this period, it was the practice and policy of Defendant to not pay
14 employees' overtime and minimum wages. Monies for unpaid overtime and minimum wages
15 remain due and owing.

16 **FAILURE TO AFFORD MEAL/REST BREAKS**

17 36. Plaintiff and the Class members were routinely not afforded any meal/rest
18 breaks. Further, Plaintiff and Class members were not allowed to leave the premises for
19 meal/rest breaks. On or about October 9, 2023, At Home sent the following text message to
20 Plaintiff: "Caregivers are exempt from formal meal and break periods. You are considered on
21 duty meal periods, and you should be mindful the client is safe during your meal, and that you
22 are near enough to attend any needs should they arise while you are eating."

23 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

24 37. As a result of Defendant's failure to pay employees at required overtime rates,
25 minimum wages due to illegal rounding and failure to afford meal/rest breaks, the wage
26 statements issued to the employees did not comply with *Labor Code* §226 and California
27 Industrial Welfare Commission ("IWC") Wage Order 15 in that they did not accurately reflect
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1 all wages earned and due and owing. Further, Defendant failed to issue any paystubs to
2 Plaintiff and Class members.

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 38. Defendant failed to reimburse Plaintiff and members of the Class for business-
5 related expenses, such as use of cell phones.

6 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

7 39. Defendant failed to pay Plaintiff and Class members for their uniforms and also
8 failed to pay for maintenance thereof.

9 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

10 40. Defendant failed to allow Plaintiff and Class members to timely inspect their
11 personnel records and payroll file.

12 **FAILURE TO PAY FOR ALL HOURS WORKED**

13 41. Defendant failed to pay Plaintiff and Class members for all hours worked.
14 Defendant required Plaintiff and Class members to attend required training via Zoom, hands on
15 and in person. Plaintiff and Class members were not paid for any training time.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME**

18 **(Labor Code §§510, 558, 1194.3 and Wage Order 15 By Plaintiffs Against Defendant and**
19 **Does 1-100)**

20 42. Plaintiff and the Class reallege and incorporate by reference all of the allegations
21 set forth in this Complaint.

22 43. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
23 Code §§510, 1194, and 1198, and IWC Wage Order No. 15, Defendant was required to
24 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
25 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
26 hours on the seventh (7th) consecutive day of any work week.

27 44. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
28 who had not been paid overtime compensation could recover the unpaid balance of the full

1 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
2 fees and costs of suit.

3 45. Pursuant to IWC Wage Order No 15-2001, § 3, "Employment beyond eight (8)
4 hours in any workday is permissible provided the employee is compensated for such overtime
5 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
6 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
7 workday...

8 46. California Labor Code section 558 provides in pertinent part:

9 (a) Any employer or other person acting on behalf of an employer who
10 violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

13 (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

15 (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover underpaid
wages.

18 (3) Wages recovered pursuant to this section shall be paid to the affected
19 employee...

20 (c) The civil penalties provided for in this section are in addition to any
21 other civil or criminal penalty provided by law.

22 47. Throughout Plaintiff's employment, Plaintiff was not paid overtime due to
23 rounded hours and failure to afford meal/rest breaks.

24 48. The foregoing overtime compensation is owed and unpaid. As a direct and
25 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class
26 members suffered damages in an amount to be proven at trial.
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1 49. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
2 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's
3 attorneys' fees, costs and interest.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES DUE TO TIME ROUNDING**

6 **(IWC Wage Order No. 15; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
7 **Against Defendant and Does 1 through 100)**

8 50. Plaintiff and the Class reallege and incorporate by reference all of the allegations
9 set forth in this Complaint.

10 51. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
11 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil action the unpaid
13 balance of the full amount of this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney's fees, and costs of suit."

15 52. *Labor Code* § 1197 states the California requirement that employees must be
16 paid at least the minimum wage fixed by the Commission, and any payment of less than the
17 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
18 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
19 the full amount of this minimum wage." IWC Wage Order 5-2001 also obligates employers to
20 pay each employee minimum wages for all hours worked. These minimum wage standards
21 apply to each hour employees worked for which they were not paid. Therefore, an employer's
22 failure to pay for any particular hour of time worked by an employee is unlawful, even if
23 averaging an employee's total pay over all hours worked, paid or not, results in an average
24 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
25 (2005).

26 53. Pursuant to Wage Order 15, Defendant is required to pay the members of the
27 Class for all hours worked, meaning the time during which an employee is subject to the
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1 control of an employer, including all the time the employee is suffered or permitted to work,
2 whether or not required to do so.

3 54. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
4 and the standard conditions of labor fixed by the commission shall be the maximum hours of
5 work and the standard conditions of labor for employees. The employment of any employee for
6 longer hours than those fixed by the order or under conditions of labor prohibited by the order
7 is unlawful.”

8 55. Defendant failed to satisfy minimum wage requirements because they
9 improperly rounded down Plaintiff’s hours to reflect a lower number of hours resulting in
10 failure to compensate Plaintiff properly for “all hours worked” and consequently underpaid
11 Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and
12 Wage Order 15.

13 56. Defendant’s time rounding policies had a disproportionately negative impact on
14 Plaintiff and the members of the Class.

15 57. Further, because Defendant failed to afford meal/rest breaks, Plaintiff and Class
16 members did not receive minimum wages.

17 58. Defendant’s pattern, practice and uniform administration of corporate policy
18 regarding illegal employee compensation as described herein is unlawful and creates an
19 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
20 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
21 the appropriate rate.

22 59. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
23 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
24 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
25 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
26 the time associated with the overtime for which they received no compensation. *See Sillah v.*
27 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
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1 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
2 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
3 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

4 60. Plaintiff and the other Class members suffered and continue to suffer losses
5 related to the use and enjoyment of compensation due and owing to them as a direct result of
6 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
7 proof at trial and within the jurisdictional limitations of this Court.

8 61. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
9 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
10 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
11 proof.

12 **THIRD CAUSE OF ACTION**

13 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

14 **(IWC Wage Order No. 15; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
15 **Does 1 through 100)**

16 62. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

18 63. California Labor Code §226.7(a) prohibits an employer from requiring an
19 employee to work during any meal period mandated by an applicable Industrial Wage Order.
20 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
21 employee to work during a meal or rest break or recovery period mandated pursuant to an
22 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
23 Commission..."

24 64. California Labor Code §1198 makes unlawful the employment of an employee
25 under conditions the IWC prohibits.

26 65. IWC Order No. 15-2001(11)(A) provides, in relevant part: "No employer shall
27 employ any person for a work period of more than five (5) hours without a meal period of not
28 less than 30-minutes, except that when a work period of not more than six (6) hours will

1 complete the day's work the meal period may be waived by mutual consent of the employer and
2 the employee."

3 66. IWC Order No. 15-2001 (11)(c) further provides, in relevant part: "Unless the
4 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
5 considered an 'on duty' meal period and counted as time worked."

6 67. Section 512(a) of the California Labor Code provides, in relevant part, that:

7 An employer may not employ an employee for a work period of more than five
8 hours per day without providing the employee with a meal period of not less
9 than 30-minutes, except that if the total work period per day of the employee is
10 no more than six hours, the meal period may be waived by mutual consent of
11 both the employer and employee. An employer may not employ an employee
12 for a work period of more than 10 hours per day without providing the
13 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

14 68. The Labor Code and Wage Order provisions cited above require California
15 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
16 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
17 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
18 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
19 the fifth hour of their shifts.

20 69. As alleged herein, Defendant failed to relieve employees of duties for timely
21 meal breaks throughout the Class Period. Plaintiff and the members of the Class were routinely
22 required to work through their meal periods at the fifth and sixth hour of their shifts at the
23 direction of Defendant and/or with their endorsement, encouragement, knowledge and
24 acquiescence. Further, Plaintiff and members of the Class were not permitted to leave the
25 premises for meal periods.

26 70. Defendant has a policy or practice of failing to ensure that all Plaintiff and
27 members of the Class take the meal periods required by California Labor Code §226.7 and
28

1 IWC Wage Order No. 15-2001 §11. Indeed, Defendant has instructed Plaintiff and Class
2 members that meal periods are on duty.

3 71. By their actions in not affording Plaintiff and Class members meal periods,
4 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount
5 of one additional hour of pay at the employee's regular rate of compensation for each work
6 period during each day in which Defendant failed to provide employees with statutory timely
7 off-duty meal periods.

8 72. Defendant also has a policy or practice of failing to pay each of their employees
9 who was not provided with a meal period as required an additional one hour of compensation at
10 each employee's regular rate of pay.

11 73. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
12 bring a private right of action to recover wages due based on the deprivation of timely meal
13 periods under Cal. Labor Code § 226.7(b).

14 74. As a direct and proximate result of Defendant's unlawful conduct as alleged
15 herein, Plaintiff and members of the Class have sustained economic damages, including but not
16 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
17 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
18 relief due to Defendant's violations of the California Labor Code and the applicable IWC Wage
19 Orders.

20 **FOURTH CAUSE OF ACTION**

21 **FOR FAILURE TO PROVIDE REST PERIODS**

22 **(Labor Code § 226.7 and IWC Wage Order No. 15 By Plaintiffs Against Defendant and**
23 **Does 1 through 100)**

24 75. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this Complaint.

26 76. Labor Code § 226.7 and the applicable Wage Order provide that employers shall
27 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
28 per four hours of work, or major fraction thereof.

1 77. Labor Code § 226.7 and the applicable Wage Order provide that if an employer
2 fails to provide an employee with rest periods in accordance with those provisions, the
3 employer shall pay the employee one hour of pay at the employee's regular rate of
4 compensation for each workday that the rest periods were not so provided.

5 78. Defendant has intentionally and improperly denied rest periods to Plaintiff and
6 the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

7 79. At all times herein, Plaintiff and the Class members have worked 6.5 hours or
8 more daily.

9 80. At all times relevant hereto, Defendant failed to provide rest periods as required
10 by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members never took
11 any rest breaks.

12 81. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff
13 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
14 amounts which are presently unknown to Plaintiff and the Class, but which exceed the
15 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

16 **FIFTH CAUSE OF ACTION**

17 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

18 **ITEMIZED STATEMENTS**

19 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

20 82. Plaintiff and the Class reallege and incorporate by reference all of the allegations
21 set forth in this Complaint.

22 83. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
23 Plaintiff and the Class.

24 84. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 15-
25 2001 section 7, Defendant is required to maintain and provide accurate records relating to
26 employee compensation including all formulas and production records used to calculate wages
27 due.
28

1 85. Defendant is further required to provide, *inter alia*, semimonthly or at the time
2 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
3 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
4 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
5 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

6 86. Section 226(e) provides that an employee is entitled to recover \$50 for the
7 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
8 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
9 periods in which the employer knowingly and intentionally failed to provide accurate itemized
10 statements to the employee causing the employee to suffer injury.

11 87. Notwithstanding these provisions. Defendant has engaged in a uniform practice
12 of refusing to maintain and provide the accurate records and wage statements required by
13 California law.

14 88. Throughout the Class Period, Defendant intentionally and knowingly provided
15 Plaintiff and other members of the Class with weekly itemized wage statements containing
16 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
17 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
18 minimum wages due to rounding, untimely or missed meal and rest periods, were not included
19 in gross wages earned by Plaintiff and members of the Class. Further, Defendant failed to
20 provide Plaintiff and members of the Class with any paystubs.

21 89. As a result, Plaintiff and members of the Class have been injured by having been
22 deprived of the true facts pertaining to their compensation and employment.

23 90. Plaintiff and members of the Class were damaged by these failures because,
24 among other things, the failures led them to believe that they were not entitled to overtime
25 compensation, minimum wages, pay for meal and rest periods not provided, pay for all hours
26 worked, even though they were so entitled and these failures hindered them from determining
27 the amounts of wages owed to them.

28

1 91. Plaintiff and members of the Class are entitled to the amounts provided in Labor
2 Code §226(e), plus attorneys' fees and costs.

3 92. As result, Plaintiff and Class members seek recovery of the penalties authorized
4 by Labor Code sections 226(e) and 558, and such other penalties and legal and equitable
5 remedies as are provided by law for Defendant's improper conduct.

6 **SIXTH CAUSE OF ACTION**

7 **REIMBURSEMENT OF BUSINESS EXPENSES**

8 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

9 93. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this Complaint.

11 94. Labor Code §2802 requires employers to indemnify employees for all necessary
12 expenditures incurred by employees in the discharge of their duties.

13 95. At all times relevant herein, Defendant was aware that Plaintiff and Class
14 members were using their personal cell phones, but failed to indemnify Plaintiff and Class
15 members for all their business-related expenses, including wear and tear expenses, in
16 accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that
17 at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class
18 members for their work-related expenses that they incurred in using their cell phones, for work-
19 related purposes.

20 96. As a result of Defendant's conduct, Plaintiff and Class members suffered
21 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
22 business-related expenses incurred in the discharge of their duties.

23 97. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to
24 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
25 costs of suit.

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO PAY UNIFORM AND MAINTENANCE ALLOWANCE**

1 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

2 98. Plaintiff and the Class reallege and incorporate by reference all of the allegations
3 set forth in this Complaint.

4 99. Under California law, if an employer requires employees to wear a uniform, the
5 employer must pay for and maintain the uniform for the employee. Labor Code
6 §2802.

7 100. In addition to the cost of the uniform, the employer must provide employees
8 with reasonable maintenance of the uniforms. The employer can either maintain the uniform
9 itself, or pay the employee a weekly maintenance allowance.

10 101. An employer may never impose a financial burden on employees, with respect
11 to paying for and maintaining clothing, which would reduce the employees' wage rate below
12 the minimum wage.

13 102. Here, Defendant required Plaintiff and Class members to wear uniforms.
14 Further, Defendant does not maintain the uniforms. Plaintiff and members of the Class pay for
15 the maintenance and cleaning themselves.

16 103. Defendant failed to reimburse Plaintiff and members of the Class for their
17 uniforms. Further, Defendant failed to maintain the uniforms, nor pay Plaintiff and members of
18 the Class a weekly maintenance allowance.

19 104. As a proximate result of the aforementioned violations of Labor Code § 2802,
20 Plaintiff and members of the Class have been damaged in an amount according to proof at the
21 time of trial.

22 105. As a proximate result of the aforementioned violations of § 2802, Plaintiff and
23 members of the Class are entitled to recovery from Defendant for reimbursement of necessary
24 expenditures including interest and attorneys' fees.

25 //

26 //

27 **EIGHTH CAUSE OF ACTION**

28 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

1 **(Labor Code §1198.5 By Plaintiff against Defendant and Does 1 through 100)**

2 106. Plaintiff and the Class reallege and incorporate by reference all of the allegations
3 set forth in this Complaint.

4 107. California Labor Code Section 1198.5 provides:

5 (a) Every current and former employee, or his or her representative, has the
6 right to inspect and receive a copy of the personnel records that the
7 employer maintains relating to the employee's performance or to any
grievance concerning the employee.

8 (b) The employer shall make the contents of those personnel records available
9 for inspection to the current or former employee, or his or her
representative, at reasonable intervals and at reasonable times, but not later
10 than 30 calendar days from the date the employer receives a written request,
11 unless the current or former employee, or his or her representative, and the
employer agree in writing to a date beyond 30 calendar days to inspect the
12 records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request to inspect the records. Upon a
13 written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
14 records,..... later than 30 calendar days from the date the employer receives
the request...

15 (k) If an employer fails to permit a current or former employee, or his or her
16 representative, to inspect or copy personnel records within the times specified I
17 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

18 (1) A current or former employee may also bring an action for injunctive relief
19 to obtain compliance with this section, and may recover costs and reasonable
20 attorney's fees in such an action.

21 108. Additionally, pursuant to Wage Order 15, at section 7 re: Records, employers
22 are required to keep accurate payroll records on each employee, and such records must be
23 made readily available for inspection by the employee upon reasonable request.

24 109. On or about April 8, 2024, Plaintiff's counsel issued a written request to
25 Defendant for copies of her personnel records and payroll file.

26 110. Under California Labor Code Sections 226, 432 and 1198.5, such records were
27 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
28 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for

1 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her
2 payroll file. Further, Defendant provided Plaintiff's personnel records twenty days late.

3 111. As a direct result and consequence of Defendant's failure and refusal to permit
4 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
5 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
6 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
7 penalty of \$750 based upon Defendant's violation of §1198.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO PAY FOR ALL HOURS WORKED**

10 **(Cal. Labor Code § 204; IWC Wage Order No. 15 By Plaintiffs against Defendant and**
11 **Does 1 through 100)**

12 112. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 113. At all times relevant to this action, Plaintiff and members of the Class were
15 employed by At Home within the meaning of the California Labor Code.

16 114. California Labor Code section 204 requires an employer, such as At Home, to
17 pay employees for all work performed on the job.

18 115. Section 4 of the applicable Wage Order requires that employers pay employees
19 for all hours worked, including time spent being trained.

20 116. At all times relevant herein, Defendant was required to compensate their non-
21 exempt employees for all hours worked pursuant to the applicable Wage Orders, and Cal.
22 Labor Code §§200, 223, 226, 500, 510, 1197, 1198.

23 117. During the class period, At Home had, and continues to have, a policy and
24 practice of failing to compensate its employees for all hours worked.

25 118. At Home had, and continues to have, a policy and practice of requiring,
26 suffering, or otherwise permitting employees to attend mandatory trainings without
27 compensating them for all of the time spent training.

28

1 119. By requiring Plaintiff and Class members to attend mandatory trainings without
2 compensation as alleged above, At Home willfully has violated and continues to violate the
3 provisions of California Labor Code section 204.

4 120. Defendant has knowingly and willfully refused to perform its obligations to
5 compensate Plaintiff and the Class for all hours worked.

6 121. As a result of the unlawful acts of At Home, Plaintiff and Class members have
7 been deprived of compensation in amounts to be determined at trial and are entitled to
8 recovery of such amounts, in addition to penalties, plus interest thereon, attorneys' fees, and
9 costs, under Labor Code section 1194.

10 **TENTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiff Against Defendant and Does 1**
13 **through 100)**

14 122. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this Complaint.

16 123. Pursuant to applicable IWC Wage Orders, Defendant was the employer of
17 Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business &
18 Professions Code §17021.

19 124. The Business & Professions Code defines unfair competition as any unlawful,
20 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
21 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
22 Plaintiff and the Class overtime compensation; (2) pay minimum wages due to rounding; (3)
23 pay Plaintiff and the Class meal periods not provided, (4) pay Plaintiff and the Class rest
24 periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage
25 statements, as mandated by the applicable Labor Code and Industrial Welfare Commission
26 requirements, (6) reimburse business expenses, (7) provide uniforms and a maintenance
27 allowance, (8) allow inspection of employment records, and (9) pay for all hours worked, all in
28 violation of Business & Professions Code §§ 17200 *et seq.*

1 125. By and through the unfair and unlawful business practices described herein,
2 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
3 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
4 Plaintiff and the Class.

5 126. All the acts described herein are violations of, among other things, the Labor
6 Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of
7 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
8 thereby constitute unfair and unlawful business practices in violation of Business & Professions
9 Code §§ 17200 *et seq.*

10 127. Plaintiff and the Class are entitled to, and do, seek such relief as may be
11 necessary to restore to them the money and property which Defendant has acquired, or of
12 which Plaintiff and the Class have been deprived by means of the above-described unfair and
13 unlawful business practices.

14 128. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
15 above-described business practices are unfair and unlawful and that injunctive relief should be
16 issued restraining Defendant from engaging in any of the above described unfair and unlawful
17 business practices in the future.

18 129. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
19 redress the injuries which they have suffered as a consequence of the unfair and unlawful
20 business practices of Defendant. As a result of the unfair and unlawful business practices
21 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
22 harm unless Defendants are restrained from continuing to engage in these unfair and unlawful
23 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
24 Plaintiff and the Class.

25
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
28 and against Defendant as follows:

- 1 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
2 and Class members, according to proof;
- 3 2. For compensatory damages in the amount minimum wages due to Plaintiff and
4 Class members, according to proof;
- 5 3. For compensatory damages in the amount of unpaid wages due to failure to pay
6 for all hours worked in accordance with California labor and employment law;
- 7 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
8 Class members for each workday that a meal and/or rest period was not provided;
- 9 5. For compensatory damages in the amount of Plaintiff and Class members' cell
10 phone, expenses for business purposes incurred while performing Defendant's business-related
11 duties plus interests, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
- 12 6. For compensatory damages in the amount of Plaintiff and Class members'
13 uniform and maintenance expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc.
14 §2802(c);
- 15 7. For an award of consequential damages in Plaintiff and Class members' favor
16 and against Defendant, in an amount to be proven at trial;
- 17 8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 18 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
19 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;
- 20 10. For prejudgment interest accrued on all due and unpaid overtime and minimum
21 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
22 1194(a), according to proof;
- 23 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5
24 according to proof;
- 25 12. For reasonable costs, including attorneys' fees, in an amount according to proof
26 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or Cal. Code of
27 Civ. Proc. §1021.5;
- 28

1 13. For an award of restitution of wages to Plaintiff and Class members in an
2 amount equal to the amount of wages owed and unpaid, according to proof;

3 14. For injunctive relief requiring Defendant to comply with Labor Code
4 1198.5(b)(1);

5 15. For injunctive relief ordering the continuing unfair business acts and practices to
6 cease, as the Court deems just and proper;

7 16. For other injunctive relief ordering Defendant to notify Plaintiff and Class
8 embers that they have not been paid the proper amounts in accordance with California law;

9 17. For punitive and exemplary damages in a sum to be determined at trial; and

10 18. For such other and further relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff Marites Butler Pascual hereby respectfully requests a trial by jury for all claims
13 and issues raised in her Complaint that may be entitled to a jury trial.

14
15 LIPELES LAW GROUP, APC

16 Date: April 11, 2024

17
18 By: 
19 _____
20 Kevin A. Lipeles
21 Attorneys for Plaintiff
22 Marites Butler Pascual
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