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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

LONYAI CAMACHO, individually, and on behalf of other members of the general public similarly situated; and TERESA TURNER on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

EYECARE SERVICES PARTNERS MANAGEMENT, LLC, a Delaware limited liability company; INLAND EYE SPECIALISTS, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2203096

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid)

- During Employment);
(7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
(8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff LONYAI CAMACHO (“Plaintiff Camacho”), individually, and on behalf of other members of the general public similarly situated, and TERESA TURNER (“Plaintiff Turner”) (together, the “Plaintiffs”) on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382, and the representative cause of action under PAGA is brought pursuant to California Labor Code section 2698, et seq. The monetary damages, restitution, and statutory and civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs, the other class members, and the other aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. Defendant EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

13. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the other aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

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

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for

any of the Defendants within the State of California at any time during the period from July 25, 2018 to final judgment and who reside in California.

16. Plaintiff Camacho reserves the right to establish additional subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff Camacho at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff Camacho will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff Camacho will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff Camacho has no interest that is antagonistic to the other class members. Plaintiff Camacho's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff Camacho has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and for non-compliant meal and rest periods (i.e., short, late, interrupted, and/or missed) meal periods and rest periods in violation of California law;
- c. Whether Defendants required Plaintiff Camacho and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek, and failed to pay the legally required overtime compensation to Plaintiff Camacho and the other class members;
- d. Whether Defendants deprived Plaintiff Camacho and the other class members of meal and/or rest periods or required Plaintiff Camacho and

the other class members to work during meal and/or rest periods without compensation;

- e. Whether Defendants failed to pay minimum wages and all compensation earned (including, regular, minimum, overtime, and premium wages) to Plaintiff Camacho and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff Camacho and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff Camacho and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to pay reporting time pay to Plaintiffs and the other class members;
- k. Whether Defendants failed to reimburse Plaintiff Camacho and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiffs and other class members as required by California Labor Code section 551 and 552;
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

p. Whether Plaintiff Camacho and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

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PAGA ALLEGATIONS

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

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

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

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

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

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor and Workforce

Development Agency (herein “LWDA”) and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

24. On May 13, 2023, Plaintiff Turner provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Turner has not received a LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

25. Therefore, Plaintiff Turner has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiffs ,the other class members, and the other aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of Riverside.

27. Defendants, jointly and severally, employed Plaintiff Camacho as an hourly-

1 paid, non-exempt employee, from approximately February 2011 to approximately July 2019, in
2 the State of California, County of Riverside.

3 28. Defendants, jointly and severally, employed Plaintiff Turner as an hourly-paid,
4 non-exempt employee, from approximately May 2023 to approximately October 2023, in the
5 State of California, County of Riverside. Defendants hired Plaintiffs, the other class members,
6 and the other aggrieved employees, classified them as hourly-paid or non-exempt employees,
7 and failed to compensate them for all hours worked and missed, short, late, and/or interrupted
8 meal periods and/or rest breaks.

9 29. Defendants had the authority to hire and terminate Plaintiffs, the other class
10 members, and the other aggrieved employees, to set work rules and conditions governing
11 Plaintiffs', the other class members', and the other aggrieved employees' employment, and to
12 supervise their daily employment activities.

13 30. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiffs', the other class members', and the other aggrieved employees' employment for them
15 to be joint employers of Plaintiffs, the other class members, and the other aggrieved
16 employees.

17 31. Defendants directly hired and paid wages and benefits to Plaintiffs, the other
18 class members, and the other aggrieved employees.

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

21 33. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the
22 other class members, and the other aggrieved employees worked over eight (8) hours in a day,
23 forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their
24 employment with Defendants.

25 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 engaged in a pattern and practice of wage abuse against Plaintiffs, the other class members,
27 and the other aggrieved employees within the State of California. This pattern and practice
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involved, *inter alia*, failing to pay them for all hours worked and for non-compliant (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs, the other class members, and the other aggrieved employees with all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs, the other class members, and the other aggrieved employees. Plaintiffs, the other class members, and the other aggrieved employees were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiffs and the other class members to forego statutorily required meal periods and rest periods.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to relieve Plaintiffs, the other class members, and the other aggrieved employees of all duties, failed to relinquish control over Plaintiffs', the other class members', and the other aggrieved employees' activities, failed to permit Plaintiffs, the other class members, and the other aggrieved employees a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved

1 employees were entitled to receive all meal periods or payment of one additional hour of pay at
2 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
3 when a meal period was non-compliant (missed, short, late, or interrupted), and they did not
4 receive all meal periods or payment of one additional hour of pay at Plaintiffs', the other class
5 members', and the other aggrieved employees' regular rate of pay when a meal period was
6 missed, short, late, or interrupted.

7 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
9 employees were entitled to receive all rest periods or payment of one additional hour of pay at
10 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay
11 when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest
12 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
13 regular rate of pay when a rest period was missed, short, late, and/or interrupted.

14 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 failed to provide, authorize, and permit Plaintiff and the other class members to take full,
16 uninterrupted, off-duty rest periods. Defendants failed to make a good faith effort to authorize,
17 permit, and provide such rest breaks in the middle of each work period. Defendants also required
18 Plaintiff and other putative class members to remain on the premises during rest periods.

19 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
21 employees were entitled to pay equal to half the usual or scheduled day's work in an amount
22 no less than two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay
23 for each workday in which Plaintiffs, the other class members, and the other aggrieved
24 employees were required to report to work and were furnished less than half the usual or
25 scheduled day's work.

26 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs, the other class members, and aggrieved employees
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were entitled to pay equal to no less than two (2) hours at Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay for each day in which Plaintiffs, the other class members, and aggrieved employees were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

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43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the other class members, and the other aggrieved employees did not receive payment of all wages, including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal and rest period premiums, within any time permissible under California Labor Code section 204.

46. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the other class members, and the other aggrieved employees were not provided with a day of rest as required by California Labor Code sections 551 and 552, because they regularly worked in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days, without

1 accumulating or being provided the opportunity to take at least one (1) day of rest, and when
2 they accumulated days of rest, they were not actually provided the opportunity to take the
3 equivalent of one (1) day's rest in seven (7) during each calendar month.

4 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
6 employees were entitled to receive complete and accurate wage statements in accordance with
7 California law, but, in fact, they did not receive complete and accurate wage statements from
8 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
9 hours worked by Plaintiffs, the other class members, and the other aggrieved employees.

10 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiffs, the other class members, and the other aggrieved employees in accordance with
13 California law, but, in fact, did not keep complete and accurate payroll records.

14 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
16 employees were entitled to reimbursement for necessary business-related expenses.

17 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that they had a duty to compensate Plaintiffs, the other class
19 members, and the other aggrieved employees pursuant to California law, and that Defendants
20 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
21 failed to do so, and falsely represented to Plaintiffs, the other class members, and the other
22 aggrieved employees that they were properly denied wages, all in order to increase
23 Defendants' profits.

24 51. During the relevant time period, Defendants failed to pay overtime wages to
25 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs, the other class
26 members, and the other aggrieved employees did not receive overtime compensation at one-
27 and one-half times the regular rate for all hours spent performing job duties in excess of eight
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(8) hours per day, forty (40) hours per week, and/or over six (6) consecutive days in a workweek.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other aggrieved employees.

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

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

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

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

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

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

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

60. During the relevant time period, Defendants failed to properly compensate Plaintiffs, the other class members, and the other aggrieved employees pursuant to California

law in order to increase Defendants' profits.

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

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FIRST CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

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

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

64. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff Camacho and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive days in a workweek.

65. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff Camacho and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in the excess of eight (8) hours on the sixth consecutive day of work in a workweek.

66. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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

68. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff Camacho and the other class members. Plaintiff Camacho and the other class members did not receive overtime compensation at one and one-half times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a day, or forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work.

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

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

SECOND CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

71. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as

1 though fully set forth herein.

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

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

9 74. At all relevant times, the applicable IWC Wage Order and California Labor
10 Code section 512(a) provide that an employer may not require, cause or permit an employee to
11 work for a work period of more than five (5) hours per day without providing the employee
12 with a meal period of not less than thirty (30) minutes, except that if the total work period per
13 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
14 consent of both the employer and employee.

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

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

27 77. During the relevant time period, Plaintiff Camacho and the other class members
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1 who were scheduled to work for a period of time in excess of six (6) hours were required to
2 work for periods longer than five (5) hours without an uninterrupted meal period of not less
3 than thirty (30) minutes and/or rest period.

4 78. During the relevant time period, Plaintiff Camacho and other class members
5 who were scheduled to work for a period of time in excess of twelve (12) hours were required
6 to work for periods longer than ten (10) hours without a second uninterrupted meal period of
7 not less than thirty (30) minutes.

8 79. During the relevant time period, Plaintiff Camacho's and other class members'
9 meal periods were missed, shortened, late, and/or were interrupted because Defendants required
10 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
11 interrupted meal periods. Defendants interrupted Plaintiff Camacho and the other class members
12 during purported meal periods to require them to return to work before a full 30 minutes elapsed
13 to complete or begin tasks.

14 80. During the relevant time period, Defendants failed to relieve Plaintiff Camacho
15 and the other class members of all duties, failed to relinquish control over Plaintiff Camacho's
16 and the other class members' activities, failed to permit Plaintiff Camacho and the other class
17 members a reasonable opportunity to take, and impeded or discouraged them from taking 30
18 minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts
19 lasting at least 6 hours, and/or to take second 30 minute uninterrupted meal periods no later than
20 their tenth hour of work for shifts lasting more than 10 hours.

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

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

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

85. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

89. During the relevant time period, Defendants required Plaintiff Camacho and other class members to work four (4) or more hours without authorizing or permitting a ten

(10) minute rest period per each four (4) hour period worked.

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

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

92. Defendants failed to relieve Plaintiff Camacho and the other class members of all duties and relinquish control over how they spent their rest breaks, and failed to provide compliant rest periods.

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

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

FOURTH CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

95. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

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

97. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff Camacho and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff Camacho and the other class members worked off-the-clock performing work duties and also implementing an improper rounding procedure.

98. Defendants' failure to pay Plaintiff Camacho and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff Camacho and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

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

FIFTH CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

101. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

102. At all relevant times herein set forth, California Labor Code sections 201 and

202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

104. Plaintiff Camacho and other class members were not paid, at the time of their discharge, wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, reporting time pay, for meal and rest period premium payments, and as a result of Defendants' failure to properly calculate the regular rate of pay.

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

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

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)
(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE
SPECIALISTS, and DOES 1 through 100)

108. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

113. During the relevant time period, Defendants did not timely pay Plaintiff Camacho and the other class members wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

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

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SEVENTH CAUSE OF ACTION

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

**(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE
SPECIALISTS, and DOES 1 through 100)**

115. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

117. Defendants have intentionally and willfully failed to provide Plaintiff Camacho

1 and the other class members with complete and accurate wage statements. The deficiencies
2 include, but are not limited to: the failure to include the total number of hours worked by
3 Plaintiff Camacho and the other class members.

4 118. As a result of Defendants' violation of California Labor Code section 226(a),
5 Plaintiff Camacho and the other class members have suffered injury and damage to their
6 statutorily-protected rights.

7 119. More specifically, Plaintiff Camacho and the other class members have been
8 injured by Defendants' intentional and willful violation of California Labor Code section
9 226(a) because they were denied both their legal right to receive, and their protected interest in
10 receiving, accurate and itemized wage statements pursuant to California Labor Code section
11 226(a).

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

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

18 **EIGHTH CAUSE OF ACTION**

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

20 **(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE**
21 **SPECIALISTS, and DOES 1 through 100)**

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

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

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

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

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

NINTH CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

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

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

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

130. Defendants have intentionally and willfully failed to reimburse Plaintiff Camacho and the other class members for all necessary business-related expenses and costs, including, but not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing in compliance with the dress code.

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

TENTH CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

132. Plaintiff Camacho incorporates by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

135. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff Camacho and the other class

members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff Camacho and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff Camacho and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

138. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff Camacho and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against EYECARE SERVICES PARTNERS MANAGEMENT, LLC, INLAND EYE SPECIALISTS, and DOES 1 through 100)

139. Plaintiff Turner incorporates by reference the allegations contained in paragraphs 1 through 138, and each and every part thereof with the same force and effect as though fully set forth herein.

140. PAGA expressly establishes that any provisions of the California Labor Code

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

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

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

14 **Failure to Pay Overtime**

15 143. Defendants’ failure to pay legally required overtime wages to Plaintiff Turner
16 and the other aggrieved employees is in violation of the Wage Orders and constitutes a
17 violation of California Labor Code sections 510 and 1198.

18 **Failure to Provide Meal Periods**

19 144. Defendants’ failure to provide legally required meal periods to Plaintiff Turner
20 and the other aggrieved employees is in violation of the Wage Orders and constitutes a
21 violation of California Labor Code sections 226.7 and 512(a).

22 **Failure to Provide Rest Periods**

23 145. Defendants’ failure to provide legally required rest periods to Plaintiff Turner
24 and the other aggrieved employees is in violation of the Wage Orders and constitutes a
25 violation of California Labor Code section 226.7.

26 **Failure to Pay Wages (Including, Inter Alia, Minimum Wages)**

27 146. Defendants’ failure to pay wages (including regular, minimum, overtime,
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reporting time pay and premium wages) and all compensation due to Plaintiff Turner and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

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Failure to Provide a Day of Rest

147. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Timely Pay Wages Upon Termination

148. Defendants' failure to timely pay wages to Plaintiff Turner and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

149. Defendants' failure to timely pay wages to Plaintiff Turner and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

150. Defendants' failure to provide complete and accurate wage statements to Plaintiff Turner and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

151. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff Turner and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

152. Defendants' failure to reimburse Plaintiff Turner and the other aggrieved

employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

153. Pursuant to California Labor Code section 2699, Plaintiff Turner, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

1 employers and employees about their rights and responsibilities and twenty-five percent (25%)
2 to the aggrieved employees.

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

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff Camacho, individually, and on behalf of other members of the general public
8 similarly situated, and Plaintiff Turner on behalf of other aggrieved employees pursuant to the
9 California Private Attorneys General Act, request a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff Camacho, individually, and on behalf of other members of the
12 general public similarly situated, and Plaintiff Turner on behalf of other aggrieved employees
13 pursuant to the California Private Attorneys General Act, pray for relief and judgment against
14 Defendants, jointly and severally, as follows:

15 **Class Certification**

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

23 **As to the First Cause of Action**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

longer employed by Defendants;

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff Camacho and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff Camacho and the other class members, failing to pay at least minimum wages to Plaintiff Camacho and the other class members, failing to pay Plaintiff Camacho's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff Camacho and all the other class

members and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders; and

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

Dated:

**JCL LAW FIRM, APC
ZAKAY LAW GROUP, APLC
LAWYERS FOR JUSTICE, PC**

By: Perssia Razma
Jean-Claude Lapuyade, Esq.
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