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NICOLE BRADFORD, individually,
and on behalf of others similarly
situated and aggrieved

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

NICOLE BRADFORD, an individual, and on
behalf of others similarly situated and
aggrieved,

Plaintiff,

vs.

REDWOOD HEALTHCARE CENTER,
LLC., a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

DRAFT COMPLAINT

1 Plaintiff NICOLE BRADFORD (“PLAINTIFF”), an individual, demanding a jury trial,
2 on behalf of herself and other persons similarly situated and aggrieved, hereby alleges as follows:

INTRODUCTION

3
4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of Defendants REDWOOD HEALTHCARE
6 CENTER, LLC. (“REDWOOD HEALTHCARE CENTER”), and DOES 1 through 50 inclusive
7 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to
8 recover damages and penalties arising from DEFENDANTS’ failure to provide employees meal
9 and rest periods (or compensation therefore) as required under California law, failure to provide
10 minimum and overtime wages for all hours worked, failure to timely pay wages during
11 employment, failure to pay wages due upon separation, failure to maintain required records,
12 failure to provide accurate itemized wage statements, and failure to indemnify employees for
13 necessary expenditures and/or losses incurred the discharge of their duties. PLAINTIFF also
14 seeks penalties, interest, attorneys’ fees, costs and expenses, equitable, restitutionary, and
15 injunctive relief.

JURISDICTION AND VENUE

16
17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
19 and residents of, and/or regularly conduct business in California. Further, no federal question is at
20 issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of Alameda, California
22 because DEFENDANTS maintain offices and facilities and transact business in the County of
23 Alameda, and DEFENDANTS’ illegal policies and practices which are the subject of this action
24 were applied, at least in part, to PLAINTIFF and other persons similarly situated in the County of
25 Alameda.

PLAINTIFF

26
27 4. PLAINTIFF is a citizen and resident of the State of California. She worked for
28 DEFENDANTS in Oakland, California as an hourly, non-exempt employee from around

December 2022 to around September 2023.

5. PLAINTIFF brings this action on behalf of herself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT REDWOOD HEALTHCARE CENTER is, and at all times relevant hereto was, a California limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that REDWOOD HEALTHCARE CENTER is authorized to and does conduct business in the State of California. Specifically, REDWOOD HEALTHCARE CENTER maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in the County of Alameda, State of California.

7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and other CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities of such DOE Defendants when ascertained.

8. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this Complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or

ostensible, of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.

9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and other CLASS MEMBERS all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

12. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

FACTUAL ALLEGATIONS

13. Throughout PLAINTIFF's employment, PLAINTIFF and others similarly situated

1 were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFF and others similarly
2 situated were given short meal breaks, provided meal breaks late (after the fifth hour of work for
3 the first meal period and/or after the tenth hour of work for the second meal period), had their
4 meal breaks interrupted, and/or were denied their meal breaks entirely.

5 14. Similarly, DEFENDANTS consistently failed to authorize and permit PLAINTIFF
6 and others similarly situated off-duty rest breaks, including failing to authorize and permit
7 PLAINTIFF and others similarly situated to take rest breaks in the middle of each work period
8 insofar as practicable.

9 15. DEFENDANTS did not compensate PLAINTIFF and others similarly situated for
10 their missed meal and rest breaks.

11 16. Further, PLAINTIFF and others similarly situated often worked either more than 8
12 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate them
13 for their overtime work.

14 17. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
15 frequently provided non-compliant, inaccurate wage statements and failed to properly maintain
16 records for PLAINTIFF and others similarly situated as a result of these unlawful practices.
17 Moreover, DEFENDANTS did not timely pay PLAINTIFF and others similarly situated for all
18 hours worked when it failed to pay for the missed meal and rest break periods, overtime wages,
19 and/or for forcing PLAINTIFF and others similarly situated to work off-the-clock without pay.

20 18. Additionally, PLAINTIFF and others similarly situated were forced to pay out of
21 pocket for business expenses such as cell phones, gas, and other employment-related expenses.
22 DEFENDANTS did not indemnify PLAINTIFF and others similarly situated for these expenses.

23 **CLASS ACTION ALLEGATIONS**

24 19. This action is appropriately suited for a Class Action because:

25 a. The potential class is a significant number. Joinder of all current and
26 former employees individually would be impractical.

27 b. This action involves common questions of law and fact to the potential
28 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices

1 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
2 applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair
3 business practices arising from such violations.

4 c. PLAINTIFF'S claims are typical of the class because DEFENDANTS
5 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
6 IWC wage order, and the Business and Professions Code.

7 d. PLAINTIFF will fairly and adequately protect the interest of all CLASS
8 MEMBERS because it is in her best interest to prosecute the claims alleged herein to obtain full
9 compensation due to them for all services rendered and hours worked.

10 e. A class action is superior to other available methods for fairly and
11 efficiently adjudicating the controversy.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]

(Against all DEFENDANTS)

16 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 factual allegations in the foregoing paragraphs.

18 21. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and
19 practices to deprive their current and former non-exempt employees all wages earned and due,
20 DEFENDANTS required, suffered or permitted PLAINTIFF and CLASS MEMBERS to take less
21 than the 30-minute meal period, or to work through them, and have failed to otherwise provide
22 the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §§
23 226.7 and 512 and IWC Order No. 5-2001, § 11.

24 22. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
25 Order No. 5-2001, §11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
26 not provided with a meal period, in accordance with the applicable IWC Wage Order, one
27 additional hour of compensation at each employee's regular rate of pay for each workday that a
28 meal period was not provided.

23. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 5-2001 §11 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]

(Against all DEFENDANTS)

25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

26. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under Labor Code § 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

27. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-2001, by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

28. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 factual allegations in the foregoing paragraphs.

2 30. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
3 DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
4 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
5 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
6 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
7 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
8 on the seventh consecutive day of work in any workweek.

9 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
10 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
11 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
12 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
13 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
14 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
15 Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting
16 PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
17 PLAINTIFF and CLASS MEMBERS to work through meal breaks; illegally and inaccurately
18 recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly
19 maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized
20 wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

21 32. In violation of California law, DEFENDANTS have knowingly and willfully
22 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
23 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
24 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
25 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
26 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
27 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

28 33. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,

1 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
2 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
3 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
4 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
5 expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]

(Against all DEFENDANTS)

10 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 factual allegations in the foregoing paragraphs.

12 35. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
13 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
14 worked in a payroll period is unlawful.

15 36. During the CLASS PERIOD and in violation of California Labor Code §§ 1194
16 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
17 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
18 among other things: requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
19 work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to
20 work through meal and rest breaks; illegally and inaccurately recording time in which
21 PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and
22 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
23 PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

24 37. DEFENDANTS' conduct described herein violates California Labor Code §§
25 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
26 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
27 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
28 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and

CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code § 201, 202, 203]

(Against all DEFENDANTS)

38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

39. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

40. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous 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.

41. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

43. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

44. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount

1 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
2 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
3 to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

8 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 factual allegations in the foregoing paragraphs.

10 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
11 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
12 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
13 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
14 the following records: total daily hours worked by each employee; applicable rates of pay; all
15 deductions; meal periods; time records showing when each employee begins and ends each work
16 period; and accurate itemized statements.

17 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
20 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
21 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
22 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
23 provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

28 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 factual allegations in the foregoing paragraphs.

2 49. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
3 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
4 statements in writing showing each employee's gross wages earned, total hours worked, the
5 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
6 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
7 employee is paid, the name of the employee and only the last four digits of his or her social
8 security number or employee identification number, the name and address of the legal entity or
9 entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect
10 during each pay period and the corresponding number of hours worked at each hourly rate, in
11 violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

12 50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
13 to provide PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage
14 statements in accordance with Labor Code § 226(a).

15 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
18 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
19 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
20 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
21 California Labor Code § 226(e), as well as other available remedies.

22 **EIGHTH CAUSE OF ACTION**

23 **Failure to Indemnify Employees for Necessary Expenditures**

24 **Incurred in Discharge of Duties**

25 **[Cal. Labor Code § 2802]**

26 **(Against all DEFENDANTS)**

27 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 factual allegations in the foregoing paragraphs.

1 53. California Labor Code § 2802(a) requires an employer to indemnify an employee
2 for all necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of the employer.

4 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
5 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
6 in direct consequence of the discharge of their duties while working under the direction of
7 DEFENDANTS, including but not limited to expenses for cell phone usage, and other
8 employment-related expenses, in violation of California Labor Code § 2802.

9 55. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
11 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
12 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
13 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
14 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
15 available remedies.

NINTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]

(Against all DEFENDANTS)

20 56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 factual allegations in the foregoing paragraphs.

22 57. Each and every one of DEFENDANTS' acts and omissions in violation of the
23 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
24 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
25 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
26 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
27 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
28 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;

1 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
2 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
3 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
4 under California Business and Professions Code § 17200 *et seq.*

5 58. DEFENDANTS' violations of California wage and hour laws constitute a business
6 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
7 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
8 CLASS MEMBERS.

9 59. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
10 rest periods, and other benefits as required by the California Labor Code, the California Code of
11 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
12 record, report, and pay the correct sums of assessment to the state authorities under the California
13 Labor Code and other applicable regulations.

14 60. As a result of DEFENDANTS' unfair and unlawful business practices,
15 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
16 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
17 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
18 MEMBERS.

19 61. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
20 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
21 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
22 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
23 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
24 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
25 jurisdiction of this Court.

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TENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698–2699.5]

(Against All DEFENDANTS)

1. PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs.

2. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS MEMBERS.

3. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seek to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

4. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on February 12, 2024 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

5. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on February 12, 2024 by online filing to the California Labor and Workforce Development Agency

1 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
2 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
3 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
4 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

PRAYER FOR RELIEF

6 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
7 situated, respectfully prays for relief against DEFENDANTS as follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
10 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
12 and IWC Wage Order No. 5-2001;
- 13 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 14 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
15 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
16 from engaging in the unlawful business practices complained of herein;
- 17 6. For waiting time penalties pursuant to California Labor Code § 203;
- 18 7. For statutory and civil penalties according to proof, including but not limited to all
19 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 20 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
21 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
22 provision providing for pre-judgment interest;
- 23 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
24 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
25 providing for attorneys’ fees and costs;
- 26 10. For declaratory relief;
- 27 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
28 Seventh, Eighth, and Ninth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED:

Respectfully submitted,

MATERN LAW GROUP, PC

By:

Matthew J. Matern
Sara B. Tosdal
Nora R. Katz
Attorneys for Plaintiff
NICOLE BRADFORD, individually and on
behalf of others similarly situated and
aggrieved

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: Respectfully submitted,
MATERN LAW GROUP, PC

By:

Matthew J. Matern
Sara B. Tosdal
Nora R. Katz
Attorneys for Plaintiff
NICOLE BRADFORD, individually and on
behalf of others similarly situated and
aggrieved