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Attorney for Plaintiff,
MILDRED ANNETTE REESE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

MILDRED ANNETTE REESE, an
individual, on her own behalf and on behalf
of all others similarly situated,

Plaintiff,

v.

CHARLES DUNN REAL ESTATE
SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24STCV18218

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, in Dept. 12]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY
OVERTIME/DOUBLE TIME (Cal. Labor
Code §§ 510, 511, 558, 1194, 1194.3, 1198;
Wage Order No. 5);**
- 2. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC Wage Order No. 5);**
- 3. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage
Order No. 5);**
- 4. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; Wage Order No. 5);**
- 5. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203; Wage Order No. 5);**
- 6. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. Labor Code §2802);**

FILED
Superior Court of California
County of Los Angeles

10/07/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Miro Deputy

- 1 7. **FAILURE TO TIMELY PROVIDE**
2 **EMPLOYMENT RECORDS (Cal. *Labor***
3 ***Code* §§1198.5, 432, 226(b));**
4 **8. UNFAIR COMPETITION (Cal. *Bus. &***
5 ***Prof. Code* §§17200 *et seq.*); and**
6 **9. PRIVATE ATTORNEY GENERAL ACT**
7 **(“PAGA”)**

8 Action Filed: July 23, 2024
9 Trial Date: Not Set
10
11
12

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

17 Mildred Annette Reese (“Plaintiff”) alleges the following:

18 1. This is a class action brought under California law by an individual who was
19 employed by Charels Dunn Real Estate Services, Inc. (“CDRES” or “Defendant”) (along with
20 DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself
21 and others similarly situated to recover wages from Defendant due to Defendant’s systematic
22 failure to: pay overtime/double time wages, provide meal and rest breaks (or pay the statutory
23 compensation due), issue accurate wage statements, pay all wages upon termination, reimburse
24 business expenses and timely provide Plaintiff’s personnel file.

25 2. Plaintiffs have worked as Assistant Property Managers and other employees for
26 Defendant in California. While working, Plaintiffs have been forced to endure stressful and illegal
27 workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor
28 costs.

1 3. Plaintiff, like her co-workers whom Defendant also employed during the
2 applicable limitations period, spend their workdays as Assistant Property Managers and other
3 employees, under illegal and highly regimented circumstances. That regimen results from
4 Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes
5 by not paying for all labor costs, failing to pay overtime/double time wages, failing to provide
6 meal and rest breaks (or pay the statutory compensation due), failing to issue accurate wage
7 statements, failing to pay all wages on termination, failing to reimburse business expenses, failing
8 to timely produce personnel records and by using other unlawful stratagems to ensure that labor
9 costs remain artificially low.

10 4. Plaintiff brings this class action to recover, among other things, wages and
11 penalties from unpaid wages earned and due, including but not limited to, overtime/double time
12 wages, premium pay for failure to afford proper meal/rest breaks, wages due to discharged or
13 quitting employees, penalties for failure to provide accurate itemized wage statements,
14 reimbursement of business expenses, and interest, attorneys' fees, costs, and expenses.

15 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
16 himself and all members of the Class, to compensate these workers for the unpaid wages and to
17 protect current and future workers of Defendant from being subjected to similar wage theft and
18 otherwise unlawful working conditions.

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

23 7. Plaintiff now seeks to amend her Complaint to add a cause of action pursuant to
24 PAGA under Labor Code §§2699 *et seq.*

25 **JURISDICTION AND VENUE**

26 8. This Court has jurisdiction over this First Amended Complaint under Code of
27 Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and
28 *Business & Professions Code* §§ 17200 *et seq.*

9. Plaintiff Mildred Annette Reese brings this First Amended Complaint on her own behalf and on behalf of all persons in the Class as defined in paragraph 18 below.

10. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because Defendant owned and operated their business in the County of Los Angeles.

THE PARTIES

PLAINTIFF

11. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Bellflower, California;
- (b) Employed as an hourly employee for Defendant in Los Angeles and remotely in Bellflower, California;
- (c) Did not receive overtime/double time wages in violation of *Labor Code* §§510, 511, 558, 1194, 1194.3, 1198 and the applicable Wage Orders;
- (d) Did not receive the meal periods as required by *Labor Code* §266.7 and the applicable Wage Orders;
- (e) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (g) When terminated from her employment, did not receive her final paycheck within the time limits prescribed by *Labor Code* §201;
- (h) Was not reimbursed for business expenses as required by *Labor Code* §2802; and
- (i) Was not provided her personnel records. Each of these was a violation of the *Labor Code*.

/ / /

/ / /

1 **DEFENDANT**

2 12. Plaintiff is informed and believes, and based on that information and belief,
3 alleges, Defendant CDRES is, and at all times mentioned herein was:

- 4 (a) A California corporation, with a principal place of business at 800 W. 6th
5 Street. 6th Floor, Los Angeles, CA 90017. Defendant has been authorized
6 to do business and has been doing business in the County of Los Angeles;
7 (b) The former employer of Plaintiff and the current and former employer of
8 the putative Class members;
9 (c) Paid Plaintiff and all Class Members on an hourly basis;
10 (d) Failed to pay Plaintiff and all putative Class members overtime/double
11 time wages;
12 (e) Failed to provide Plaintiff and all putative Class members with meal and
13 rest periods, failed to provide Plaintiff and all putative Class Members with
14 accurate itemized wage statements;
15 (f) Failed to issue final paychecks timely to Plaintiff and all putative Class
16 Members;
17 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
18 Members; and
19 (h) Failed to provide Plaintiff with her requested personnel records. Each of
20 these was a violation of the *Labor Code*.

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

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

DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or representative of one or more of the other Defendants named herein, and acting with permission, authorization, and/or ratification and consent of the other Defendants.

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

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

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

CLASS ALLEGATIONS

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

2 18. The Class (“the Class”) is defined as follows:

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

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

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

14 **B. Maintenance of the action**

15 20. Plaintiff brings this action individually and on behalf of himself and as
16 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
17 17204 and *Code of Civil Procedure* § 382.

18 **C. The Class Requisites**

19 21. At all material times, Plaintiff was a member of the Class.

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

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

25 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
26 that are raised in this First Amended Complaint are common to the Class and
27 will apply uniformly to every Class member;
28

1 (c) The claims of the representative Plaintiff are typical of the claims of each
2 Class member. Plaintiff, like all Class members, has sustained damages
3 arising from Defendant's violations of the laws of the State of California.
4 Plaintiff, and the Class members, were and are similarly or identically
5 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
6 pattern of misconduct engaged in by the Defendant;

7 (d) The representative Plaintiff has, and will continue to, fairly and adequately
8 represent and protect the interests of the Class and has retained counsel who are competent
9 and experienced in class action litigation. There are no material conflicts between the
10 claims of the representative Plaintiff and the Class members that would make class
11 certification inappropriate. Counsel for the Class will vigorously assert the claims of all
12 Class members.

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

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

- 21 (a) The questions of law and fact common to the Class predominate over any
22 question affecting only individual members;
- 23 (b) A class action is superior to any other available method for fairly and
24 efficiently adjudicating the claims of the Class;
- 25 (c) The Class members are so numerous that it is impractical to bring all of
26 them before the Court;
- 27 (d) Plaintiff and other Class members will not be able to obtain effective and
28 economic legal redress unless the action is maintained as a class action;

- 1 (e) There is a community of interest in obtaining appropriate legal and
2 equitable relief for the statutory violations, and in obtaining adequate
3 compensation for the damages and injuries for which Defendant is
4 responsible in an amount sufficient to adequately compensate the Class
5 members;
- 6 (f) Without Class certification, the prosecution of separate actions by
7 individual Class members would create a risk of:
- 8 i. Inconsistent or varying adjudications for individual Class members
9 that would establish incompatible standards of conduct for
10 Defendant; and/or,
- 11 ii. Adjudication for individual Class members that would, as a practical
12 matter, dispose of other non-party members' interests, or that would
13 substantially impair or impede the non-parties' ability to protect their
14 interests, by, for example, potentially exhausting the funds available
15 from Defendant, and
- 16 (g) Defendant has acted or refused to act on grounds generally applicable to the
17 Classes, making final injunctive relief appropriate for the Class, as a whole.

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

23 **GENERAL ALLEGATIONS**

24 26. At all times material hereto, Defendant has been and is, a commercial real estate
25 company.

26 27. Plaintiff and members of the Class were employed as Assistant Property Managers
27 and other non-exempt employees in California at various times during the Class Period.
28

1 28. The employment by CDRSE of Plaintiff and Class members is governed by
2 Industrial Welfare Commission Wage Order No. 5, which covers those persons employed in the
3 public housekeeping industry.

4 **THE CONDUCT**

5 29. Plaintiff seeks relief from Defendant’s uniform policies and practices of denying
6 Plaintiff and members of the Class wages and compensation owed under California law.

7 30. Starting on or about November 14, 2019, and continuing to August 21, 2023,
8 Defendant employed Plaintiff on an hourly basis as Assistant Property Manager in Los Angeles,
9 California and remotely two days per week in Bellflower, California.

10 31. While employed by Defendants as an Assistant Property Manager, Plaintiff was
11 paid \$31.46 per hour.

12 **OFF-THE-CLOCK WORK**

13 32. Employers must compensate non-exempt employees for “off-the-clock” work
14 (before punching in or after punching out on a time clock) if the employers knew or should have
15 known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22
16 Cal. 4th 575, 585.

17 33. Defendant required Plaintiff and the Class to regularly perform compensable tasks
18 pre- and post-shift off-the-clock for which they did not receive any compensation. Specifically,
19 Plaintiff and Class members consistently worked hours for which they were not paid because
20 Plaintiff and the Class members were required to use their keycards to take the elevator to their
21 floors in order to enter their offices. It took approximately 1 minute for their computers to boot
22 up so that they could enter their clock in time on Paycom. Plaintiff and Class members were not
23 allowed to clock in early. Plaintiff and Class members were unable to complete all of their tasks
24 during their shift times. Thus, 1-2 times per month, Defendant required Plaintiff and Class
25 members spend, about 20-30 minutes after clocking out, working on invoices and reports.
26 Plaintiff’s Regional Vice President, Katrina Beltran, did not understand the workload relating to
27 managing 15 shopping centers and became angry if there was any overtime. At times, Plaintiff
28 and Class members received phone calls on their personal cell phones from clients and/or

1 regarding emergencies while off the clock. Defendants were aware of Plaintiff and Class
2 members' off-the-clock work. As a result, Plaintiff and Class members engaged in pre- and post-
3 shift off-the-clock activities to avoid getting in trouble with Defendants' management.

4 34. As a result, and because they improperly treated such pre- and post-shift time as
5 non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

6 35. Further, beginning in July 2023, Plaintiff's assistant property manager was fired.
7 Plaintiff was required to work alone, and there was no one to relieve her for meal breaks. As a
8 result, Plaintiff clocked out for her meal breaks but continued working and did not take her meal
9 breaks. Plaintiff and Class members worked during their meal breaks after clocking out.

10 **FAILURE TO PAY OVERTIME/DOUBLE-TIME WAGES**

11 36. Under California law, non-exempt employees, as defined by Wage Order 5, are
12 entitled to premium wages for overtime worked. Under California law, an hourly paid employee
13 is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours
14 of work in a week or work seven days in a row. Further, Defendant was required to compensate
15 Plaintiff with premium pay for all double-time performed, for hours worked in excess of twelve
16 (12) hours per workday and for work in excess of eight hours on any seventh day of a workweek.

17 37. At all times during the relevant time period, Plaintiff and the Class routinely
18 worked schedules such that they were due pay at overtime/double time due to off-the-clock work.
19 During this period, it was the practice and policy of Defendant to not pay employees
20 overtime/double-time wages. Monies for unpaid overtime/double time remain due and owing.

21 **EXCLUSION OF BONUSES FROM THE REGULAR RATE OF PAY**

22 38. California law uses the terms "compensation" and "pay" interchangeably and
23 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
24 discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers, etc., be
25 included when calculating an employee's regular rate of pay.

26 39. Defendant failed to properly pay and calculate wages due to excluding non-
27 discretionary bonuses from the regular rate of pay calculations. Such bonus payments are required
28 under California law to be included in an employee's regular rate of pay for wage calculation.

1 Defendant failed to do so, thereby failing to pay employees their full wages as required under the
2 Labor Code.

3 40. Plaintiff and members of the Class received bonuses that must be included when
4 calculating their regular rates of pay for purposes of wages. However, Defendant failed to
5 correctly calculate Plaintiff and members of the Class's regular rate of pay to include all
6 applicable remuneration, including, but not limited to, bonuses.

7 41. Plaintiff's paystubs dated 12/23/2021 (for Overtime Pay), 12/16/2022 and
8 12/23/2021 (for Bonus Pay) show that Bonuses were paid within the same period as Overtime
9 and that they were paid at the rate of exactly 1.5 times the base rate. Some of Plaintiff's paystubs,
10 e.g., 12/16/2022 (Bonus Pay), 12/9/2022, 11/23/2022, 11/10/2022, 10/28/2022, 10/14/2022
11 (Overtime Pay) show that Bonuses were paid, but not at the same time as Overtime. However, it
12 is unclear what period they were paid for, and Overtime was paid at exactly 1.5 times the base
13 rate. Thus, Plaintiff's and Class members' bonuses were not incorporated into the overtime rate.

14 42. Further, Plaintiff's paystub dated 12/23/2021 shows that Bonuses were paid
15 during the same period as "CA Lunch" and paid at exactly the base rate. Thus, bonuses were not
16 incorporated into the meal break penalty rates that were paid. Further, Defendant did not pay any
17 adjustment. Also, on some dates such as 12/23/2021 and 12/16/2021 (Bonus Pay) and
18 10/29/2021, 2/4/2022, 4/15/2022, 5/13/2022, 6/24/2022, Plaintiff's paystubs show that Bonuses
19 are paid; however, it is unclear what period they were paid for. Thus, even though the Bonuses
20 were not paid at the same time as "CA Lunch," "CA Lunch" was paid at exactly the base rate. As
21 a result, the Bonuses were not incorporated into the meal break penalty rate. Further, Defendant
22 did not pay any adjustments.

23 43. Additionally, Plaintiff's paystubs dated 12/23/2021 and 12/16/2022 (Bonus Pay)
24 and 10/29/2021, 2/4/2022, 4/15/2022, 5/13/2022, 6/24/2022 (Sick Pay) show that Bonuses were
25 paid. However, it is unclear what period they were paid for. Even though the bonuses were not
26 paid at the same time as Sick Pay, Sick Pay is paid at exactly the base rate. Thus, Bonuses were
27 not incorporated into the sick pay rate. Further, Defendant did not pay any adjustments. Also,
28 Plaintiff's paystubs dated 12/16/2022 (Bonus Pay) and 6/24/2022 (Sick Pay) show that bonuses

were paid; however, it is unclear what period they were paid for. Thus, even though the Bonuses were not paid at the same time as “2022 CA Covid Supplemental POS”, “2022 CA Covid Supplemental POS” was paid at exactly the base rate. As a result, the Bonuses were not incorporated into the sick pay rate. Further, Defendant did not pay any adjustments.

LATE/INTERRUPTED/NOT AFFORDED MEAL BREAKS

44. Plaintiff and the Class members were routinely not afforded proper meal breaks. At least twice per month, meal breaks were offered late, after the fifth hour. Further, meal breaks were routinely interrupted. At least two times per week, Plaintiff and Class members were required to work during their meal breaks. When Plaintiff worked alone in July 2023, she was never afforded any meal breaks. Plaintiff would clock out and have to continue working and would not have a meal break. At times, she would perform work during her meal breaks off the clock.

REST BREAKS NOT AFFORDED

45. Plaintiff and the Class members were routinely not afforded any rest breaks. At times, Plaintiff and Class members had to work during their rest periods.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

46. As a result of Defendant’s failure to pay employees required overtime/double time wages and failure to afford meal/rest breaks, the wage statements issued to the employees did not comply with *Labor Code* §226 and California Industrial Welfare Commission (“IWC”) Wage Order 5 in that they did not accurately reflect all wages earned and due and owing.

FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION

47. As a further result of Defendants’ failure to pay employees at required overtime/double time wage rates due to off-the-clock work and for meal/rest breaks not properly afforded, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 5. Further, it was the practice of Defendant to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 5.

FAILURE TO REIMBURSE BUSINESS EXPENSES

1 48. Defendant failed to reimburse Plaintiff and Class members for their necessary
2 business expenses, such as vehicle expenses. Defendant required Plaintiff and Class members to
3 drive during working hours to perform property inspections. Although Defendant reimbursed
4 Plaintiff and Class members for mileage, they failed to do so at the proper IRS mileage rate.
5 Plaintiff informed Defendant that they were not reimbursing her properly, but they failed to
6 respond.

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

8 49. Defendant failed to allow Plaintiff to timely inspect her personnel records and
9 payroll file. Plaintiff's personnel file was produced seven days late.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME/DOUBLE-TIME WAGES**

12 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order 5 By Plaintiff Against**
13 **Defendant and Does 1 through 100)**

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

16 51. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code
17 §§510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to compensate
18 Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight
19 (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh
20 (7th) consecutive day of any work week. Further, Defendant was required to compensate Plaintiff
21 with premium pay for all double-time performed, for hours worked in excess of twelve (12) hours
22 per workday and for work in excess of eight hours on any seventh day of a workweek.

23 52. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
24 who had not been paid overtime/double time compensation could recover the unpaid balance of
25 the full amount of overtime/double time wages due, including interest thereon, together with
26 reasonable attorneys' fees and costs of suit.

27 53. California Labor Code section 510, subdivision (a), states in relevant part:
28

Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

54. Further, California Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

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

56. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

57. As alleged above, Defendant required Plaintiff and the Class to regularly perform compensable tasks pre- and post-shift off-the-clock for which they did not receive any compensation. Further, when Plaintiff and Class members worked more than 12 hours per day, they were not paid double time.

58. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime/double time compensation to Plaintiff and Class Members as required by law.

59. The foregoing overtime/double-time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

60. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY FOR MEAL BREAKS

**(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiff Against Defendant and
Does 1 through 100)**

61. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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

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

1 64. IWC Order No. 5-2001(11)(A) provides, in relevant part: "No employer shall
2 employ any person for a work period of more than five (5) hours without a meal period of not
3 less than 30-minutes, except that when a work period of not more than six (6) hours will complete
4 the day's work the meal period may be waived by mutual consent of the employer and the
5 employee."

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

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

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

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

26 68. As alleged herein, Plaintiff and the members of the Class were routinely required
27 to work through their meal period at the fifth hour of their shifts at the direction of Defendant
28 and/or with their endorsement, encouragement, knowledge and acquiescence. Moreover,
Defendant failed to inform employees of their rights to off-duty thirty-minute meal periods before
the fifth hour of their shifts and instead discouraged the taking of timely meal periods.

1 69. Meal periods were routinely interrupted and/or not afforded. At times, Plaintiff
2 and Class members clocked out for their meal breaks but were required to work. Thus, they were
3 not afforded meal breaks.

4 70. Under California law, employers must also record their employees' meal periods:
5 "Every employer shall keep accurate information with respect to each employee, including the
6 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease
7 ... need not be recorded." IWC Order No. 5, § (7)(A)(3). Where the employer has failed to keep
8 records required by statute, the consequences of such failure should fall on the employer, not the
9 employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis
10 for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendant
11 had an obligation under the record-keeping requirements of the Wage Order to track meal periods
12 unless "all work ceases," Defendant knew or should have known its employees were regularly
13 not afforded proper meal periods during the Class Period.

14 71. Defendant has a policy or practice of failing to ensure that Plaintiff and members
15 of the Class take the meal periods required by California Labor Code §226.7 and IWC Wage
16 Order No. 5-2001 §11.

17 72. By their actions in not affording Plaintiff and Class Members proper meal periods
18 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of
19 one additional hour of pay at the employee's regular rate of compensation for each work period
20 during each day in which Defendant failed to provide employees with statutory timely off-duty
21 meal periods.

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

25 74. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring
26 a private right of action to recover wages due based on the deprivation of timely meal periods
27 under Cal. Labor Code § 226.7(b).
28

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

THIRD CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST PERIODS
(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiff Against Defendant and
Does 1 through 100)

76. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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

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

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

80. Plaintiff and members of the Class were required to work during their rest breaks.

81. At all times relevant hereto, Defendants failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5.

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

FOURTH CAUSE OF ACTION
FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS

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

83. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

84. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff and the Class.

85. Pursuant to California Labor Code sections 226 and Wage Order 5-2001 section 7, Defendants are required to maintain and provide accurate records relating to employee compensation, including all formulas and production records used to calculate wages due.

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

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

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

89. Throughout the Class Period, Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that

1 the payments owed to Plaintiff and the members of the Class for overtime/double time wages due
2 to off the clock work and premium pay for meal/rest breaks, were not included in gross wages
3 earned by Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff and
4 the Class, upon payment of wages, itemized statements accurately showing the number of hours
5 worked and the rates paid.

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

8 91. Plaintiff and members of the Class were damaged by these failures because,
9 among other things, the failures led them to believe that they were not entitled to overtime/double
10 time wages and premium pay for meal/rest breaks not properly afforded, even though they were
11 so entitled and these failures hindered them from determining the amounts of wages owed to
12 them.

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

15 93. As a result, Plaintiff seeks recovery of the penalties authorized by Labor Code
16 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided
17 by law for Defendant's improper conduct.

18 **FIFTH CAUSE OF ACTION**

19 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

20 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

21 94. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this First Amended Complaint.

23 95. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due
24 and payable immediately. Labor Code § 202(a) provides that when an employee resigns from
25 employment, unpaid wages are due and payable within 72 hours of resignation.

26 96. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
27 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
28 paid, not to exceed thirty days.

1 97. Plaintiff and the Class were discharged and/or resigned from Defendant's employ,
2 and Defendant willfully failed to pay Plaintiff and the Class wages due them for overtime/double
3 time and meal/rest breaks not properly afforded.

4 98. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's wages
5 for each day he or she was not timely paid, not to exceed 30 days' wages.

6 **SIXTH CAUSE OF ACTION**

7 **REIMBURSEMENT OF BUSINESS EXPENSES**

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

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

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

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

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

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

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Allow Timely Inspection of Employment Records in Violation of *Labor Code***
3 **§1198.5, 432, 226(b) By Plaintiffs against Defendant and Does 1 through 100)**

4 104. Plaintiff and the Class reallege and incorporate by reference all of the allegations
5 set forth in this First Amended Complaint.

6 105. California Labor Code Section 1198.5 provides:

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

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

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

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

24 106. California Labor Code section 432 provides: "If an employee or applicant signs
25 any instrument relating to the obtaining or holding of employment, he shall be given a copy of
26 the instrument upon request.

27 107. California Labor Code section 226(b) reads: "An employer that is required by this
28 code or any regulation adopted pursuant to this code to keep the information required by

subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.”

108. Additionally, pursuant to Wage Order 5, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

109. On or about October 24, 2023, Plaintiff’s former counsel issued a written request to Defendant for copies of her personnel records. Plaintiff’s former counsel did not receive Plaintiff’s personnel records until November 21, 2023. Thus, the payroll records were provided seven days late.

110. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff’s hours worked, wage statements and compensation. Plaintiff’s counsel and Defendant did not enter into an agreement to enlarge the time for Defendant’s compliance. Defendant has failed and refused to timely permit Plaintiff copies of her records.

111. As a direct result and consequence of Defendant’s failure and refusal to timely permit Plaintiff full access to her records, Plaintiff has suffered and will suffer harm as a result of Defendant’s ongoing refusal to comply. Plaintiff seeks recovery of the statutory penalty of \$750 based upon Defendant’s violation of §1198.

EIGHTH CAUSE OF ACTION

(Unfair Competition in Violation of Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1 through 100)

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

113. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person," as that term is defined in Business & Professions Code §17021.

1 114. The Business & Professions Code defines unfair competition as any unlawful,
2 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
3 described herein, Defendants have engaged in unfair and unlawful practices by failing to (1) pay
4 overtime/double time wages; (2) pay premium pay for meal breaks not properly afforded; (3) pay
5 premium pay for rest breaks not properly afforded; (4) furnish Plaintiff and the Class with
6 accurate itemized wage statements, (5) pay Plaintiff and the Class wages due when leaving their
7 employ, (6) reimburse business expenses, (7) timely provide and allow inspection of personnel
8 records, all in violation of Business & Professions Code §§ 17200 *et seq.*

9 115. By and through the unfair and unlawful business practices described herein,
10 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
11 and have deprived them of valuable rights and benefits guaranteed by law, all to the detriment of
12 Plaintiff and the Class.

13 116. All the acts described herein are violations of, among other things, the Labor Code
14 and applicable Industrial Commission Wage Orders, are unlawful and in violation of public
15 policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby
16 constitute unfair and unlawful business practices in violation of Business & Professions Code §§
17 17200 *et seq.*

18 117. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
19 to restore to them the money and property which Defendants have acquired, or of which Plaintiff
20 and the Class have been deprived by means of the above-described unfair and unlawful business
21 practices.

22 118. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
23 above-described business practices are unfair and unlawful and that injunctive relief should be
24 issued restraining Defendant from engaging in any of the above-described unfair and unlawful
25 business practices in the future.

26 119. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
27 redress the injuries which they have suffered as a consequence of the unfair and unlawful business
28 practices of Defendant. As a result of the unfair and unlawful business practices described above,

1 Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant
2 is restrained from continuing to engage in these unfair and unlawful business practices. In
3 addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

4 **NINTH CAUSE OF ACTION**

5 **(Damages Pursuant to Private Attorney General Act Against Employers)**

6 120. Plaintiff and the Class reallege and incorporate by reference all of the allegations
7 set forth in this First Amended Complaint.

8 121. Plaintiff brings this action on her own behalf and on behalf of all current and
9 former employees of Defendants who were employed in California for the previous four years
10 seeking to recover unpaid overtime and double-time wages, penalties for missed meal and rest
11 periods, reimbursement of expenses incurred on behalf of Defendant, among other things, as set
12 forth in this pleading.

13 122. On June 26, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by
14 and through her attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the State
15 of California Labor and Workforce Development Agency ("LWDA") and sent a letter via
16 Certified Mail Return Receipt Requested to the Defendant.

17 123. More than 65 days have passed since the above letter, and Plaintiff's counsel has
18 not received a notice from the LWDA stating an intention to prosecute Plaintiff's PAGA claims.

19 124. Plaintiff has complied with the administrative exhaustion requirements of PAGA.

20 125. Plaintiff seeks Labor Code penalties, attorney's fees, and costs, in an amount
21 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

22 **PRAYER FOR RELIEF**

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

25 1. For compensatory damages in the amount of overtime/double time wages due to
26 Plaintiff and Class Members, according to proof;

27 2. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class
28 Members for each workday that a meal and/or rest period was not provided;

1 3. For compensatory damages in the amount of Plaintiff and Class Members' vehicle
2 expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc.
3 §2802(c);

4 4. For an award of consequential damages in Plaintiff and Class Members' favor and
5 against Defendant, in an amount to be proven at trial;

6 5. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

7 6. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
8 *Cal. Lab. Code* §203, in an amount equal to her and Class members' respective daily rates of pay
9 at the time of termination or layoff, multiplied by the total amount of days elapsed between the
10 date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up
11 to a maximum of 30 days' pay, according to proof;

12 7. For specific relief, enforcing waiting time penalties of 30 days of per diem wages
13 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

14 8. For prejudgment interest accrued on all due and unpaid overtime/double time
15 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
16 1194(a), according to proof;

17 9. For reasonable costs, including attorneys' fees, in an amount according to proof
18 pursuant to Cal. Labor Code §2699(g);

19 10. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order 5-
20 2001(14);

21 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
22 according to proof;

23 12. For reasonable costs, including attorneys' fees, in an amount according to proof
24 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802 and/or Cal. Code of Civ.
25 Proc. §1021.5;

26 13. For an award of restitution of wages to Plaintiff and Class Members in an amount
27 equal to the amount of wages owed and unpaid, according to proof;

28

1 14. For injunctive relief ordering the continuing unfair business acts and practices to
2 cease, as the Court deems just and proper;

3 15. For other injunctive relief ordering Defendant to notify Plaintiff and Class
4 Members that they have not been paid the proper amounts in accordance with California law;

5 16. For punitive and exemplary damages in a sum to be determined at trial; and

6 17. For such other and further relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff Mildred Annette Reese hereby respectfully requests a trial by jury for all claims
9 and issues raised in her First Amended Complaint that may be entitled to a jury trial.

10
11
12 Date: October 7, 2024

LIPELES LAW GROUP, APC

13
14 By: _____



Jasmine J. Badawi
Attorneys for Plaintiff,
MILDRED ANNETTE REESE

1 I certify and declare that I am over the age of 18 years and not a party to this action and
2 that my place of employment is in the County of Los Angeles, State of California, located at
3 880 Apollo St., Suite 336, El Segundo, California 90245.

4 On this date hereon, I served a true copy of the following document(s):

5 **PLAINTIFF'S FIRST AMENDED COMPLAINT**

6 ☐ by personally delivering it to the person(s) indicated below in the manner as provided by
7 Rule of the California Rules of Civil Procedure;

8 ☐ by transmitting it via facsimile machine to a telephone number listed below and known or
9 represented to me to be the receiving telephone number for the facsimile copy transmission of
10 the parties/persons/firms listed below;

11 ☒ by transmitting it via electronically to the electronic mail address listed below;

12 ☐ by overnight delivery service to be delivered the next day to the parties/persons/firms listed
13 below;

14 ☒ by United States Mail – First Class Postage to the parties/persons/firms listed below:

15
16 Joshua Park, Esq.
17 Erick Becker, Esq.
18 Garrett M. Fahy, Esq.
19 CUMMINS & WHITE, LLP
20 2424 S.E. Bristol Street, Suite 300
21 Newport Beach, CA 92660
22 Tel: (949) 852-1800
Fax: (949) 852-8510
jpark@cwlawyers.com
ebecker@cwlawyers.com
gfahy@cwlawyers.com

ATTORNEYS FOR DEFENDANTS,
CHARLES DUNN REAL ESTATE
SERVICES, INC.

23 I declare under penalty of perjury under the laws of the United States and the State of
24 California that the foregoing is true and correct.

25 Executed on October 7, 2024, at El Segundo, California, 90245.

26
27 Nicole Bathon
28 Nicole Bathon