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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By A. Jolivette ,Deputy Clerk

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

JANET ARAMBULA, an individual, on
her own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

R.C.S.S. INVESTMENT INC. DBA
QUALITY INN, a California
corporation; GANESH INVESTMENTS,
INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CU002850N

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. Labor
Code §§ 510, 511, 1194, 1198; IWC Wage
Order No. 5);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§ 1194, 1197, 1197.1,
1198, 119; IWC Wage Order No. 5);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC Wage Order No. 5)**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 5);**
- 5. FAILURE TO PAY ALL SICK LEAVE
WAGES WHEN DUE (Cal. Labor Code
§§201-204, 218, 218.5, 233, 245, 246 et
seq.);**
- 6. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; IWC Wage Order No. 5);**
- 7. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203);**
- 8. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. Labor
Code §1198.5); and**

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9. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.

DEMAND FOR A JURY TRIAL

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

Janet Arambula (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by R.C.S.S. Investment Inc. dba Quality Inn (“Quality Inn”) and Ganesh Investments, Inc. (“Ganesh”) (collectively with Quality Inn “Defendants”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself and others similarly situated to recover wages from Defendants due to Defendants’ systematic failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to pay sick pay, failure to issue accurate wage statements, failure to pay wages due on termination, and failure to allow inspection of employment records.

2. Plaintiff has worked as an employee in Defendants’ hotel in Oceanside, California. While working, Plaintiff and members of the Class have been forced to endure stressful and illegal workplace conditions created by Defendants’ efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like her co-workers whom Defendants also employed during the applicable limitations period, spend their workdays at Defendants’ hotel as Front Desk employees and other non-exempt employees, under illegal and highly regimented

1 circumstances. That regimen results from Defendants' insistence to strictly monitor and curtail
2 labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay
3 overtime, failing to pay minimum wages, refusing to provide meal periods, refusing to provide
4 rest breaks, not paying the required extra hour for missed meal and rest breaks, not paying sick
5 pay and by using other unlawful stratagems to ensure that labor costs remain artificially low.

6 4. Plaintiff brings this class action to recover, among other things, wages and
7 penalties from unpaid wages earned and due, including but not limited to, premium overtime
8 wages, minimum wages, missed meal/rest break wages, sick pay, wages due to discharged or
9 quitting employees, failure to provide accurate itemized wage statements and interest,
10 attorneys' fees, costs.

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

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

19 7. Pursuant to the California Labor Code, on or about June 26, 2024, Plaintiff filed
20 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
21 claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff
22 reserves the right to amend this Complaint.

23 JURISDICTION AND VENUE

24 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
25 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
26 *Professions Code* §§ 17200 *et seq.* Plaintiff Janet Arambula brings this Complaint on her own
27 behalf and on behalf of all persons in the Class as defined in paragraph 17 below.
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9. 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 San Diego and because Defendants owned and operated their business in the County of San Diego.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of San Diego County, California;
- (b) Employed as an hourly employee for Defendants at their hotel in Oceanside, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510, 511, 1194 and 1198 and the applicable Wage Orders;
- (d) Did not receive minimum wages as required by *Labor Code* §§1194, 1197, 1197.1, 1198, 119 and the applicable Wage Orders;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (g) Was not paid sick leave wages when due in violation of Cal. *Labor Code* §§201-204, 218, 218.5, 233, 245, 246 *et seq.*;
- (h) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (i) Was not allowed to inspect her employment records as required by *Labor Code* §1198.5; and
- (j) When terminated from her employment, did not receive her final paycheck as prescribed by *Labor Code* §201.

DEFENDANTS

1 11. Plaintiff is informed and believes, and based on that information and belief,
2 alleges, Defendant Quality Inn is, and at all times mentioned herein was:

- 3 (a) A California corporation, with a principal place of business at 3170 Vista
4 Way, Oceanside, California 92056. Defendant Quality Inn has been
5 authorized to do business and has been doing business in the County of
6 San Diego;
- 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 premium overtime
11 wages;
- 12 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 13 (f) Failed to provide Plaintiff and all putative Class members with meal and
14 rest periods;
- 15 (g) Failed to pay sick pay wages;
- 16 (h) Failed to provide Plaintiff and all putative Class Members with accurate
17 itemized wage statements;
- 18 (i) Failed to issue final paychecks timely to Plaintiff and all putative Class
19 Members; and
- 20 (j) Failed to allow Plaintiff to inspect her employment records. Each of
21 these was a violation of the *Labor Code*.

22 12. Plaintiff is informed and believes, and based on that information and belief,
23 alleges, Defendant Ganesh is, and at all times mentioned herein was:

- 24 (a) A California corporation, with a principal place of business at 3170 Vista
25 Way, Oceanside, California 92056. Defendant Ganesh has been
26 authorized to do business and has been doing business in the County of
27 San Diego;
- 28

- 1 (b) The former employer of Plaintiff and the current and former employer of
2 the putative Class members;
- 3 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 4 (d) Failed to pay Plaintiff and all putative Class members premium overtime
5 wages;
- 6 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 7 (f) Failed to provide Plaintiff and all putative Class members with meal and
8 rest periods;
- 9 (g) Failed to pay sick pay wages;
- 10 (h) Failed to provide Plaintiff and all putative Class Members with accurate
11 itemized wage statements;
- 12 (i) Failed to issue final paychecks timely to Plaintiff and all putative Class
13 Members; and
- 14 (j) Failed to allow Plaintiff to inspect her employment records. Each of
15 these was a violation of the *Labor Code*.

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

21 14. Plaintiff is informed and believes, and based on that information and belief
22 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
23 reside in or are authorized to do, or are otherwise doing, business in the State of California.
24 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
25 conduct business in the County of San Diego. Each of the Defendants DOES 1 through 100
26 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
27 alter ego and/or representative of one or more of the other Defendants named herein, and acting
28 with permission, authorization, and/or ratification and consent of the other Defendants.

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

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

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

23 **CLASS ALLEGATIONS**

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

25 18. The Class ("the Class") is defined as follows:

- 26 (a) "All current and former employees who were hourly paid employees of
27 Defendants in California at any time during the period commencing on the
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1 date that is four (4) years prior to the filing of this Complaint and continuing
2 through the present date (the “Class Period”).”

3 (b) “All persons who were hourly paid employees of Defendants in California
4 and left the employ of Defendants at any time during the period commencing
5 on the date that is within one (1) year prior to the filing of this Complaint
6 and continuing through the present date (the “Class Period”)”

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

10 **B. Maintenance of the Action**

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

14 **C. The Class Requisites**

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

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

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

21 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
22 that are raised in this Complaint are common to the Class and will apply
23 uniformly to every Class member;

24 (c) The claims of the representative Plaintiff are typical of the claims of each
25 Class member. Plaintiff, like all Class members, has sustained damages
26 arising from Defendants’ violations of the laws of the State of California.
27 Plaintiff, and the Class members, were and are similarly or identically
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1 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
2 pattern of misconduct engaged in by the Defendants;

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

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

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

- 18 (a) The questions of law and fact common to the Class predominate over any
19 question affecting only individual members:
20 (b) A class action is superior to any other available method for fairly and
21 efficiently adjudicating the claims of the Class;
22 (c) The Class members are so numerous that it is impractical to bring all of
23 them before the Court;
24 (d) Plaintiff and other Class members will not be able to obtain effective and
25 economic legal redress unless the action is maintained as a class action;
26 (e) There is a community of interest in obtaining appropriate legal and
27 equitable relief for the statutory violations, and in obtaining adequate
28 compensation for the damages and injuries for which Defendant is

1 responsible in an amount sufficient to adequately compensate the Class
2 members;

3 (f) Without Class certification, the prosecution of separate actions by
4 individual Class members would create a risk of:

5 i. Inconsistent or varying adjudications for individual Class members
6 that would establish incompatible standards of conduct for
7 Defendants; and/or,

8 ii. Adjudication for individual Class members that would, as a
9 practical matter, dispose of other non-party members' interests, or
10 that would substantially impair or impede the non-parties' ability
11 to protect their interests, by, for example, potentially exhausting
12 the funds available from Defendants, and

13 (g) Defendant has acted or refused to act on grounds generally applicable to
14 the Classes, making final injunctive relief appropriate for the Class, as a
15 whole.

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

21 **GENERAL ALLEGATIONS**

22 26. At all times material hereto, Defendant Quality Inn, has been and is, a hotel.

23 27. At all times material hereto, Defendant Ganesh, has been and is, in the
24 hospitality business.

25 28. Plaintiff and members of the Class were employed as Front Desk employees and
26 other employees at Quality Inns in California by Defendant at various times during the Class
27 Period.
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THE CONDUCT

29. Plaintiff seeks relief from Defendants' uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

30. Starting on or about January 1, 2023 and continuing through April 10, 2024, Defendants employed Plaintiff as a Front Desk employee at their hotel in Oceanside, California.

31. While employed by Defendant, Plaintiff was paid approximately \$16.00 per hour.

32. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order 5, which covers those persons employed in the public housekeeping industry.

OFF-THE-CLOCK WORK

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

34. Defendants required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation.

FAILURE TO PAY OVERTIME WAGES

35. At all times during the relevant time period, Plaintiff and Class members routinely worked schedules such that they were due pay at overtime rates. Under California law, an hourly paid employee is entitled to overtime pay when he or she exceeds eight hours of work in a single day, exceeds 40 hours of work in a week or works seven days in a row. During this period, it was the practice and policy of Defendants to not pay employees their overtime. Monies for unpaid overtime remain due and owing.

36. Under California law, non-exempt employees as defined by Wage Order 5, are entitled to premium wages for overtime worked.

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FAILURE TO PAY MINIMUM WAGES

37. Under California law, non-exempt employees as defined by Wage Order 5, are entitled to minimum wages.

38. Under California law, an hourly paid employee is entitled to be paid a minimum wage. Labor Code Section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194 states “any employee receiving less than the legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage Order No. 5-2001, obligates employers to pay each employee minimum wages for all hours worked.

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

40. At all times during the relevant time period, it was the practice and policy of Defendants to pay employees less than minimum wage rates due to off the clock work and the lack of proper meal/rest breaks. Monies for these underpaid amounts remain due and owing.

41. Defendants required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members attended meetings prior to clocking in.

42. At all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at minimum wage rates. During this period, it was the practice and policy of Defendants to not pay employees’ minimum wages. Monies for unpaid minimum wages remain due and owing.

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MEAL BREAKS NOT AFFORDED

43. Under California law, non-exempt employees as defined by Wage Order 5, are entitled to a 30-minute lunch period for each 5 hours worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof. Non-exempt employees are entitled to one hour pay at their regular pay rate for each day the requisite rest and/or meal periods are not provided.

44. Plaintiff and Class members were routinely not afforded meal breaks due to the busy nature of their positions and because Defendants were short staffed.

REST BREAKS NOT AFFORDED

45. Plaintiff and Class members were not afforded rest breaks. Plaintiff and Class members worked 8 or more hours per day and were entitled to at least 2 rest breaks.

FAILURE TO PAY SICK PAY

46. Defendants acted intentionally and with deliberate disregard to the rights of Plaintiff and members of the Class by failing to provide paid sick days pay. Although Plaintiff and Class members earned sick pay, Defendants did not allow them to use it.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

47. As a result of Defendants' failure to pay employees at required overtime, minimum wage rates, to afford meal/rest breaks and sick pay, 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 ON TERMINATION

48. As a further result of Defendants' failure to pay employees at required overtime, minimum wage rates, failure to afford meal/rest breaks and sick pay, 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 Defendants to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 5.

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

2 49. Defendants failed to allow Plaintiff to timely inspect her personnel records and
3 payroll files.

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5 **FIRST CAUSE OF ACTION**

6 **(Failure to Pay Overtime in Violation of Labor Code §§510, 558, 1194, 1194.3, 1198 and**
7 **Wage Order 5 By Plaintiff Against Defendants and Does 1-100)**

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

10 51. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab.
11 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 5, Defendants were required to
12 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
13 excess of eight (8) hours per day and/or forty (40) hours per week.

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

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

23 54. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

12 55. Plaintiff and the Class engaged in off-the-clock activities. Plaintiff and Class
13 members attended meetings prior to clocking in for their shifts. Defendants failed to pay
14 Plaintiff and the Class for these off-the clock activities and as result thereof, Plaintiff and the
15 Class were not paid overtime that was due to them. Further, Plaintiff and Class members
16 routinely worked overtime hours, but were not paid any overtime. Plaintiff was told by
17 Defendants that she was not entitled to overtime since she does not work more than 80 hours in
18 a pay period.

19 56. This practice resulted in Plaintiff and Class members working in excess of 40
20 hours a week and Defendants paying them less overtime than they had earned.

21 57. Throughout Plaintiff's employment, Defendants failed and refused to pay and
22 properly calculate overtime compensation to Plaintiff and members of the Class as required by
23 law.

24 58. The foregoing overtime compensation is owed and unpaid. As a direct and
25 proximate result of Defendants' failure and refusal to pay overtime, Plaintiff and Class
26 members suffered damages in an amount to be proven at trial.

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

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 5 By Plaintiff Against Defendants and Does 1 through 100)

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

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

62. Here, Plaintiff and Class members were required to engage in off the clock activities and they were not paid for this off-the-clock time. Defendants failed to pay Plaintiff and the Class for these off-the clock activities and as result thereof, Plaintiff and the Class were not paid minimum wages that was due to them. Further, Defendants’ failure to afford meal/rest breaks also resulted in Plaintiff and the Class not being paid minimum wages that was due to them.

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

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

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

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

12 64. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
13 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
14 wage, including interest thereon, reasonable attorney's fees, and costs of suit.

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

24 66. Plaintiff and the other Class Members suffered and continue to suffer losses
25 related to the use and enjoyment of compensation due and owing to them as a direct result of
26 Defendants' unlawful acts and Labor Code violations in an amount to be shown according to
27 proof at trial and within the jurisdictional limitations of this Court.

28 67. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
Class are entitled to recover the unpaid balances of the minimum wages Defendants owe them,

1 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
2 proof.

3 **THIRD CAUSE OF ACTION**

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

5 **(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiff Against Defendants and**
6 **Does 1 through 100)**

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

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

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

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

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

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

26 An employer may not employ an employee for a work period of more than five
27 hours per day without providing the employee with a meal period of not less
28 than 30-minutes, except that if the total work period per day of the employee is
no more than six hours, the meal period may be waived by mutual consent of

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

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

11 75. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

25 76. As alleged herein, Plaintiff and the members of the Class were routinely not
26 afforded meal periods, at the direction of Defendants and/or with their endorsement,
27 encouragement, knowledge and acquiescence.
28

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

12 78. Defendants have a policy or practice of failing to ensure that Plaintiff and
13 members of the Class take meal periods required by California Labor Code §226.7 and IWC
14 Wage Order No. 5-2001 §11.

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

20 80. Defendants also have a policy or practice of failing to pay each of their
21 employees who were not provided with a meal period as required an additional one hour of
22 compensation at each employee's regular rate of pay.

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

26 82. As a direct and proximate result of Defendants' unlawful conduct as alleged
27 herein, Plaintiff and members of the Class have sustained economic damages, including but not
28 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled

1 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
2 relief due to Defendants' violations of the California Labor Code and the applicable IWC Wage
3 Orders.

4 **FOURTH CAUSE OF ACTION**
5 **FOR FAILURE TO PROVIDE REST PERIODS**

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

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

10 84. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall
11 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
12 per four hours of work, or major fraction thereof.

13 85. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
14 fails to provide an employee with rest periods in accordance with those provisions, the
15 employer shall pay the employee one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest periods were not so provided.

17 86. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

3 87. Defendants have intentionally and improperly denied proper rest periods to
4 Plaintiff and the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

5 88. Plaintiff and members of the Class were not afforded rest periods.

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

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

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY SICK LEAVE WAGES WHEN DUE**

14 **(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et. seq. – By Plaintiff against**
15 **Defendants and Does 1 through 100)**

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

18 92. Section 246 (1) requires that employers pay sick time pay to non-exempt
19 employees at the employee's "regular rate of pay." Employers must calculate paid sick leave
20 for nonexempt employees (1) "in the same manner as the regular rate of pay for the workweek
21 in which the employee uses paid sick time, whether or not the employee actually works
22 overtime in that workweek" or (2) "by dividing the employee's total wages, not including
23 overtime premium pay, by the employee's total hours worked in the full pay periods of the
24 prior 90 days of employment."

25 93. Moreover, Section 204 provides that wages are generally due and payable no
26 later than seven days after the end of a pay period or at least twice during each calendar
27 month, on days designated in advance as the regular paydays. Section 201 provides if an
28 employer discharges an employee, the wages earned and unpaid at the time of discharge are
due and payable immediately. Section 202 provides that an employee is entitled to receive all

1 unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
2 employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting. Section 203
4 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201
5 and 202, then the wages of the employee shall continue as a penalty from the due date, and at
6 the same rate until paid, but the wages shall not continue for more than thirty (30) days.

7 94. Because Defendants did not pay, or timely pay, Plaintiff and members of the
8 Class all owing and underpaid sick pay wages, Defendants violated Sections 201-204, 246,
9 and other Labor Code sections. Defendants willfully failed to timely pay Plaintiff and
10 members of the Class all their wages due during employment and failed to timely pay all their
11 wages due upon the termination of their employment within the times prescribed by the Labor
12 Code and are therefore subject to applicable penalties, including a waiting time penalty, for
13 each day, up to a thirty (30) day maximum, pursuant to Section 203.

14 95. During the relevant time period, Defendants intentionally and willfully failed to
15 pay Plaintiff and members of the Class their sick pay wages at the regular rate of pay required
16 by law. Accordingly, Plaintiff and members of the Class did not receive the full amount of
17 paid sick time that they were entitled to receive by law, and were therefore denied the right to
18 use sick leave within the meaning of Labor Code Sections 233(a) and (c).

19 96. Defendants did not allow Plaintiff and Class members to use their earned sick
20 days. When Plaintiff and Class members were terminated or resigned, they were not paid all of
21 their accrued, but unused, sick pay.

22 97. Any employer who violates Labor Code section 233 is liable to employees for
23 the greater of one days' pay or actual damages, reasonable equitable relief, and reasonable
24 attorneys' fees and costs. Lab. Code sections 233(d), (e).

25 98. Labor Code section 218 authorizes a private right of action to recover unpaid
26 wages, including under sections 204 and 233.

27 99. Pursuant to Labor Code sections 218 and 218.5, Plaintiff and members of the
28 Class are entitled to recover the full amount of their unpaid wages, applicable penalties,

1 prejudgment interest on the amount of their unpaid wages, reasonable attorneys' fees and costs
2 of suit.

3 **SIXTH CAUSE OF ACTION**

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

5 **ITEMIZED STATEMENTS**

6 **(Labor Code §226 By Plaintiff Against Defendants and Does 1 through 100)**

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

9 101. Pursuant to IWC Wage Order No. 5, Defendant were the employer of Plaintiff
10 and the Class.

11 102. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 5-
12 2001 section 7, Defendant required to maintain and provide accurate records relating to
13 employee compensation including all formulas and production records used to calculate wages
14 due.

15 103. California Labor Code section 226(a) provides (*inter alia*) that, upon paying an
16 employee his or her wages, the employer must:

17 furnish each of his or her employees ... an itemized statement in writing
18 showing (1) gross wages earned, (2) total hours worked by the employee, except
19 for any employee whose compensation is solely based on a salary and who is
20 exempt from payment of overtime under subdivision (a) of Section 515 or any
21 applicable order of the Industrial Welfare Commission, (3) the number of piece-
22 rate units earned and any applicable piece rate if the employee is paid on a
23 piece-rate basis, (4) all deductions, provided, that all deductions made on written
24 orders of the employee may be aggregated and shown as one item, (5) net wages
25 earned, (6) the inclusive dates of the pay period for which the employee is paid,
26 (7) the name of the employee and his or her social security number, (8) the name
27 and address of the legal entity that is the employer, and (9) all applicable hourly
28 rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

104. Plaintiff and Class members worked overtime, were entitled to minimum wages
and meal/rest breaks. To the extent that Plaintiff and Class members worked off the clock and
were not afforded meal breaks and rest breaks, Defendants failed to provide Plaintiff and Class
members with accurate itemized pay stubs.

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

6 106. Notwithstanding these provisions, Defendants have engaged in a uniform
7 practice of refusing to maintain and provide the accurate records and wage statements required
8 by California law.

9 107. Throughout the Class Period, Defendants intentionally and knowingly provided
10 Plaintiff and other members of the Class with weekly itemized wage statements containing
11 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
12 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
13 minimum wages, missed meal and rest periods and sick pay, were not included in gross wages
14 earned by Plaintiff and members of the Class. Further, Defendants failed to furnish Plaintiff and
15 the Class, upon payment of wages, itemized statements accurately showing the number of
16 hours worked and the rates paid.

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

19 109. Plaintiff and members of the Class were damaged by these failures because,
20 among other things, the failures led them to believe that they were not entitled to overtime
21 compensation, minimum wage compensation, to be paid for meal and rest periods not provided
22 and sick pay, even though they were so entitled and these failures hindered them from
23 determining the amounts of wages owed to them.

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

26 111. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
27 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
28 provided by law for Defendants' improper conduct.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiff Against Defendants and Does 1 through 100)

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

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

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

115. Plaintiff and the Class were discharged and/or resigned from Defendants' employ and Defendants willfully failed to pay Plaintiff and the Class wages due them due to Defendants' failure to pay overtime, minimum wages, premium pay for meal/rest breaks not afforded AND SICK PAY.

116. Defendants terminated Plaintiff on April 10, 2024, yet failed to pay her the wages due to her.

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

EIGHTH CAUSE OF ACTION
FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5 By Plaintiff Against Defendants and Does 1 through 100)

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

119. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer

1 maintains relating to the employee's performance or to any grievance concerning
2 the employee.

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

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

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

21 120. Additionally, pursuant to Wage Order 4, at section 7 re: Records, employers are
22 required to keep accurate payroll records on each employee, and such records must be made
23 readily available for inspection by the employee upon reasonable request. The employer must
24 also maintain accurate production records.

25 121. On or about June 26, 2024, through her counsel, Plaintiff issued a written
26 request to Defendants for copies of her personnel records.

27 122. Under California Labor Code Sections 226, 432 and 1198.5, such records were
28 to include all records relating to Plaintiff's hours worked, wage statements and compensation.

1 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for
2 Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of
3 her records.

4 123. As a direct result and consequence of Defendants' failure and refusal to permit
5 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
6 decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a
7 result of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
8 penalty of \$750 based upon Defendants' violation of § 1198.5.

9 **NINTH CAUSE OF ACTION**

10 **FOR UNFAIR COMPETITION**

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

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

15 125. Pursuant to IWC Wage Order No. 5, Defendants were the employers of Plaintiff
16 and the Class. Defendants are also "person(s)" as that term is defined in Business & Professions
17 Code §17021.

18 126. The Business & Professions Code defines unfair competition as any unlawful,
19 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
20 described herein, Defendants have engaged in unfair and unlawful practices by failing to (1)
21 pay Plaintiff and the Class overtime compensation; (2) pay Plaintiff and the Class minimum
22 wages; (3) pay Plaintiff and the Class for meal periods not provided, (4) pay Plaintiff and the
23 Class for rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized
24 wage statements, as mandated by the applicable Labor Code and Industrial Welfare
25 Commission requirements, (6) pay Plaintiff and the Class wages due when leaving their
26 employ, (7) pay sick pay, and (8) allow inspection of employment records, all in violation of
27 Business & Professions Code §§ 17200 et seq.

127. By and through the unfair and unlawful business practices described herein, Defendants have obtained valuable property, money and services from the Plaintiff and the Class and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class.

128. All the acts described herein are violations of, among other things, the Labor Code and Industrial Commission Wage Order No. 5, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendants, and each of them, as follows:

- 1 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
2 and Class Members, according to proof;
- 3 2. For compensatory damages in the amount of unpaid minimum wages due to
4 Plaintiff and Class Members, according to proof;
- 5 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
6 Class Members for each workday that a meal and/or rest period was not provided;
- 7 4. For payment of unpaid wages in accordance with California labor and
8 employment law;
- 9 5. For sick pay;
- 10 6. For an award of consequential damages in Plaintiff and Class members' favor
11 and against Defendants, in an amount to be proven at trial;
- 12 7. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 13 8. For payment to Plaintiff and Class Members of waiting time penalties pursuant
14 to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
15 termination or layoff, multiplied by the total amount of days elapsed between the date of the
16 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
17 maximum of 30 days' pay, according to proof;
- 18 9. For specific relief enforcing waiting time penalties of 30 days of per diem wages
19 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 20 10. For prejudgment interest accrued on all due and unpaid overtime and minimum
21 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
22 1194(a), according to proof;
- 23 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
24 proof;
- 25 12. For reasonable costs, including attorneys' fees, in an amount according to proof
26 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5(1) and/or *Cal. Code of Civ.*
27 *Proc.* §1021.5;
- 28

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

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

5 15. For other injunctive relief ordering Defendants to notify Plaintiff and Class
6 members that they have not been paid the proper amounts in accordance with California law;

7 16. For injunctive relief requiring Defendants to comply with Labor Code
8 1198.5(b)(1);

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

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

11 **DEMAND FOR JURY TRIAL**

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

14
15 LIPELES LAW GROUP, APC

16 Date: July 18, 2024

17
18 By: Jasmine Badawi
19 Jasmine J. Badawi
20 Attorneys for Plaintiff
21 Janet Arambula
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