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MARIA CELIA HERNANDEZ CAMPOVERDE,
individually and on behalf of the putative class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

**MARIA CELIA HERNANDEZ
CAMPOVERDE**, individually and on behalf of
the putative class,

Plaintiff,

v.

MONTECITO BANK & TRUST, a California
corporation; and **DOES 1- 50**, inclusive,

Defendants.

CASE NO.: 24CV03118

**SECOND AMENDED COMPLAINT
FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**
7. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**
8. **Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.)**
9. **Failure to Reimburse for Business Expenses (Cal. Labor Code § 2802)**

DEMAND FOR JURY TRIAL

1. Plaintiff **MARIA CELIA HERNANDEZ CAMPOVERDE** (“Plaintiff”), on behalf of herself and all others similarly situated, hereby submits this Complaint against Defendant **MONTECITO BANK & TRUST** (“Defendant MBT” “MBT”), a California corporation doing business in California; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

INTRODUCTION

2. This is a class action under California Code of Civil Procedure §382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and IWC Wage Order (“Wage Order”) No. 4-2001 §§ 4 and 12, No. 5, Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of herself and all other similarly situated individuals – *all non-exempt employees currently and formerly employed by Defendant MONTECITO BANK & TRUST* (“Class Members”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful violation of California's meal and rest break laws.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date (“Wage Statement Class Period”), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements (“Wage Statement Subclass”), in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and to the failure to pay premium and meal and rest break pay.

7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants (“Waiting Time Penalty Subclass Members”). During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

THE PARTIES

9. Plaintiff is a resident of California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendant MONTECITO BANK & TRUST, is a California corporation that at all times relevant hereto, did business and employed individuals in the County of Los Angeles, State of California.

11. Defendants are Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

12. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is

1 therefore liable to Plaintiff as alleged hereinafter.

2 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times
3 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
4 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
5 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
6 in part within the course and scope of said agency, employment, conspiracy, joint employment,
7 alter ego status, and/or joint venture and with the permission and consent of each of the other
8 Defendants.

9 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
10 and each of them, including those Defendants named DOES 1-50, acted in concert with one
11 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
12 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
13 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
14 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
15 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
16 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
17 Plaintiff harm.

18 15. Whenever and wherever reference is made in this Complaint to any act or failure
19 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
20 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

21 **JURISDICTION**

22 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
23 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, Wage Order Nos. 4 and 5, and the UCL, Bus.
24 & Prof. Code §§ 17203 and 17204.

25 17. The amount in controversy for Plaintiff's individual claims, including claims for
26 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
27 (\$75,000).

28 ///

VENUE

18. Venue is proper in the County of Santa Barbara pursuant to Cal. Civ. Proc. Code § 395(a) and 395.5. Defendant MONTECITO BANK & TRUST is a California corporation. Defendants maintains offices and transacts business in the County of Los Angeles.

ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1

19. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

20. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendant MONTECITO BANK & TRUST is completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. Defendant MBT is completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1 through 50 derive actual and significant monetary benefits by and through Defendant MBT's unlawful conduct, and by using Defendant MBT as the funding source for their own personal expenditures.

c. Plaintiff is informed and believes that Defendant MBT and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

d. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

1 e. Plaintiff is informed and believes, and based thereon alleges, that the
2 business affairs of Defendant MBT and DOES 1-50 are, and at all times relevant were, so mixed
3 and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
4 confusion. Defendant MBT is, and at all times relevant hereto was, used by DOES 1-50 as a mere
5 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
6 of DOES 1-50. The recognition of the separate existence of Defendants would not promote
7 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
8 violations of the Government Code, Labor Code, and other statutory violations. The corporate
9 existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of
10 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

11 f. Accordingly, Defendant MBT constitutes the alter ego of DOES 1-50, and
12 the fiction of their separate corporate existence must be disregarded.

13 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
14 thereon alleges that Defendant MBT and DOES 1-50 are Plaintiff's joint employers by virtue of a
15 joint enterprise, and that Plaintiff was an employee of Defendant MBT and DOES 1-50. Plaintiff
16 performed services for each and every one of Defendants, and to the mutual benefit of all
17 Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or
18 indirectly, in the manner in which Defendants' business was and is conducted.

19 22. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
20 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

21 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

22 23. Defendant MONTECITO BANK & TRUST ("Defendant MBT" "MBT") is a
23 California corporation engaged in the banking industry, specifically as a locally owned community
24 bank in the Santa Barbara County.

25 24. Plaintiff started her employment with Defendants as a Loan Servicing Specialist I
26 on or about August 3, 2016 until her separation on March 26, 2024.

27 25. Throughout the Class Period, Plaintiff and Class Members served in
28 nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had

discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members were non-exempt employees and were paid accordingly on an hourly basis.

26. Despite being non-exempt hourly employees, Plaintiff and the Class Members were not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay for missed meal and rest breaks.

27. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all hours worked, including by requiring Plaintiff and the Class Members to complete work off the clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

28. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime wages for hours spent working overtime, including on days when they worked in excess of eight hours per day or weeks in which they worked in excess of forty hours per week. Defendants also failed to pay double time to Plaintiff and the Class Members on days in which they worked in excess of twelve hours.

29. Plaintiff's and the Class Members' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and Class Members under California law. Instead, these wage statements also reflect routine, repeated, and deliberate violations of California labor laws.

30. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show individual days in which they worked in excess of eight hours, and weeks in which they worked in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid. Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to them for overtime hours worked.

31. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection of premium pay for missed meal and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and rest breaks as required by California law.

32. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection for payment of work completed before clocking in or after clocking out, as required by Defendants.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is impractical.

34. Plaintiff's claims are typical of the claims of the members of the Class and Waiting Time Penalty Subclass because she was an employee of Defendants who was (a) not paid for all hours worked, including for required off the clock work; (b) not paid any premium overtime pay for the duration of her employment with Defendants; (c) was not paid a premium rate for denied meal and rest breaks for the duration of her employment with Defendants; (d) was provided with inaccurate wage statements which provided inaccurate sums of money to be paid to Plaintiff; and (e) was not paid all wages due at termination.

35. Plaintiff will fairly and adequately represent the interests of the Class and Waiting Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to adequately represent the interests of the Class and Waiting Time Penalty Subclass.

36. Common questions of law and fact exist as to all members of the Class and the Waiting Time Penalty Subclass and predominate over any questions solely affecting individual members of the Class and Subclass.

37. Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would

preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from Defendants' employee rosters and/or payroll records.

38. Defendants' actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendants.

39. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

[California Labor Code §§ 1194, 1197 and IWC Wage Orders]

40. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

41. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

42. During the relevant time period, Plaintiff and Class Members were not paid all wages owed when Defendants did not pay minimum wage for all hours worked.

43. As a result of these violations, Defendants is liable for unpaid wages, interest thereon, and attorneys' fees and costs.

44. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY OVERTIME WAGES

[California Labor Code §§ 510, 1194 and IWC Wage Orders]

1 45. Plaintiff re-alleges, on behalf of herself and Class Members, each and every
2 paragraph of this Complaint as though fully set forth.

3 46. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
4 required to compensate non-exempt employees for all overtime, which is calculated at one and
5 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
6 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
7 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
8 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
9 any workweek.

10 47. Plaintiff and Class Members are current and former non-exempt employees entitled
11 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to
12 compensate Plaintiff and Class Members for all overtime hours worked as required under the
13 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
14 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
15 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
16 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
17 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
18 consecutive day of work in any workweek.

19 48. Plaintiff and members of the Class Members worked in excess of eight hours per
20 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
21 Class Members the proper overtime compensation.

22 49. As a result of these violations, Defendants are liable for unpaid overtime wages,
23 interest thereon, and attorneys' fees and costs.

24 50. Plaintiff, on behalf of herself and Class Members, also requests relief as described
25 below.

26 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

27 **FAILURE TO PPROVIDE MEAL PERIODS**

28 *[California Labor Code §§ 512 and 226.7]*

53. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

51. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members worked in excess of five hours a day without being provided at least half hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and applicable Wage Orders. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A] first meal period [is required] no later than the end of an employee's fifth hour of work, and a second meal period [is required] no later than the end of an employee's 10th hour of work.").

52. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage Orders by failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

53. As a proximate result of the violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

54. Plaintiff, on behalf of herself and Class Members, also requests further relief as described below.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS

[California Labor Code §226.7]

1 55. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
2 each paragraph of this Complaint as though fully set forth.

3 56. Defendants failed to provide the rest periods that are required by applicable Wage
4 Orders. See Brinker, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
5 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
6 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

7 57. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
8 failing to provide Plaintiff and Class Members required rest periods.

9 58. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
10 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
11 additional hour of compensation at each employee’s regular rate of pay for each workday that a
12 rest period was not provided.

13 59. As a proximate result of the violations, Plaintiff and Class Members have been
14 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
15 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
16 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
17 penalties, attorney’s fees, expenses, and costs of suit.

18 60. Plaintiff, on behalf of herself, aggrieved employees, and Class Members, also
19 requests relief as described below.

20 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE**
22 **STATEMENTS**

23 *[California Labor Code § 226.7 and applicable Wage Order]*

24 61. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
25 Complaint as though fully set forth.

26 62. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
27 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
28 rates in effect during each respective pay period and the corresponding number of hours worked

1 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
2 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
3 employee identification or social security number; and, (8) the name and address of the legal entity
4 that is the employer.

5 63. As a result of Defendants' failure to provide accurate itemized wages statements,
6 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
7 applicable hourly rate for each pay period, which prevented them from becoming aware of these
8 violations and asserting their statutory protections under California law.

9 64. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
10 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

11 65. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
12 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
13 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
14 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

15 66. Plaintiff and Class Members are entitled to an award of costs and reasonable
16 attorneys' fees under Labor Code § 226(h).

17 67. Plaintiff, on behalf of herself and Class Members, also requests relief as described
18 below.

19 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 **FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE**

21 *[California Labor Code §§ 201, 202, and 203]*

22 68. The allegations set forth in this complaint are hereby re-alleged and incorporated
23 by reference.

24 69. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
25 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
26 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
27 of discharge are due and payable immediately.
28

1 70. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
2 wages due to an employee no later than 72 hours after the employee quits his or her employment,
3 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
4 case the employee is entitled to his or her wages at the time of quitting.

5 71. Labor Code section 203 provides that if an employer willfully fails to timely pay
6 wages of an employee who is discharged or who quits, in accordance with Labor Code sections
7 201 and 202, the employer is liable for waiting time penalties in the form of continued
8 compensation to the employee at the same rate for up to 30 workdays.

9 72. Defendants have willfully failed to pay accrued wages and other compensation to
10 Plaintiff in accordance with Labor Code sections 201 and 202.

11 73. As a proximate result of the aforementioned violations, Plaintiff has been damaged
12 in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections
13 201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders,
14 Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees,
15 expenses, and costs of suit.

16 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

17 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
18 **PROFESSIONS CODE**

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

20 74. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this
21 Complaint as though fully set forth.

22 75. Plaintiff brings this cause of action individually and as a representative of all others
23 subject to Defendants' unlawful acts and practices.

24 76. Business and Professions Code § 17200 prohibits unfair competition in the form of
25 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
26 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
27 civil action for violation of the Unfair Competition Law.
28

1 77. Defendants committed unlawful, unfair, and/or fraudulent business acts and
2 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

3 78. The above-described unlawful actions of Defendants constitute false, unfair,
4 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
5 Code § 17200, et seq.

6 79. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
7 at the expense of Plaintiff and the Class she seeks to represent. Defendants should be enjoined
8 from this activity, caused to specifically perform its obligations, and made to disgorge these ill-
9 gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited
10 to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

11 80. Plaintiff, on behalf of herself and Class Members, also request relief as described
12 below.

13 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 *[California Labor Code §§ 2698-2699.5, et seq.]*

16 81. Plaintiff incorporates herein by specific reference as though fully set forth the
17 allegations in all preceding paragraphs, with exception of the CLASS ACTION ALLEGATIONS
18 paragraph and the subparagraphs thereto above.

19 82. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
20 § 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current
21 and former employees of Defendants pursuant to the procedures specified in California Labor
22 Code § 2699.3, because Plaintiff was employed by Defendants and the alleged violations of the
23 California Labor Code were committed against Plaintiff.

24 83. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
25 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
26 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199,
27 and IWC Wage Orders, from Defendants in a representative action for violations set forth above,
28 including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,

510, 512, 1174, 1194, 1197, 1198, and 2802. Plaintiff is also entitled to an award of reasonable attorney's fees and costs pursuant to California Labor Code §§ 2699(g)(1).

84. As required by law, Plaintiff sent a letter, by certified mail, return receipt requested, to the Labor & Workforce Development Agency (LWDA) and Defendants setting forth the facts and theories of the violations alleged against Defendants as prescribed by Labor Code § 2698, *et seq.*

85. Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

[California Labor Code § 2802]

86. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

87. California Labor Code § 2802 requires employers to reimburse employees for all reasonable business expenses incurred by employees as a condition of employment.

88. Plaintiff and Class Members were required to pay for work-related expenses (e.g. cell phone usage), and they incurred expenses as a result. Defendants unlawfully refused to reimburse Plaintiff and Class Members for these expenses.

89. As a result of these violations, Defendants are liable for damages related to these unreimbursed expenses.

90. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. Certification of Plaintiff's claims as a class action, pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;

2. That the Court declare that Defendants' policies and/or practices of refusing to compensate Plaintiff and Class Members their due minimum compensation for hours worked violated California law;
3. That the Court declare that Defendants' policies and/or practices of refusing to pay overtime and double time to Plaintiff and the Class Members violated California law;
4. That the Court declare that Defendants' policies and/or practices of refusing to reimburse Plaintiff and the Class Members for reasonable business expenses violated California law;
5. That the Court declare that Defendants' policies and/or practices of providing inaccurate itemized wage statements to Plaintiff and the Class Members violated California law;
6. For a money judgment representing compensatory damages including lost wages, earnings, commissions, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress;
7. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment on this matter;
8. For pre- and post-judgment interest;
9. For reasonable attorneys' fees and costs;
10. For penalties as required by law; and
11. For all such other and further relief that the court may deem just and proper.

Respectfully Submitted,

DATED: July 18, 2025

LABOR LAW PC

By: 

Danny Yaddison, Esq.

Attorney for Plaintiff

MARIA CELIA HERNANDEZ

CAMPOVERDE,

individually and on behalf of the putative class

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: July 18, 2025

LABOR LAW PC

By: 

Danny Yadison, Esq.
Attorney for Plaintiff

**MARIA CELIA HERNANDEZ
CAMPOVERDE,**
individually and on behalf of the putative
class

1 **PROOF OF SERVICE**
2 **STATE OF CALIFORNIA**
3 **COUNTY OF SANTA BARBARA**
4 **[C.C.P., §1013(a)]**

5 MARIA CELIA HERNANDEZ CAMPOVERDE
6 v MONTECITO BANK & TRUST., et al.

7 Santa Barbara County Superior Court Case Number: 24CV03118

8 I am over the age of 18 and not a party to the within action; my business address is 100
9 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is
10 Arc.Salopagio@LaborLawPC.com.

11 On July 22, 2025, I served the following document(s):

12 **SECOND AMENDED COMPLAINT**

13 On the following:

14 Jared W. Speier,
15 Jeffrey A. Dinkin
16 Lindsay Bowden
17 Jessica Dzamba

18 **Stradling Yocca Carlson & Rauth LLP**

19 800 Anacapa Street, Suite A
20 Santa Barbara , CA 93101
21 jspeier@stradlinglaw.com,
22 jdinkin@stradlinglaw.com,
23 cbaker@stradlinglaw.com,
24 lbowden@stradlinglaw.com,
25 jdzamba@stradlinglaw.com.

26 () (BY MAIL) I am readily familiar with the firm's practice of collection and processing
27 correspondence for mailing. Under that practice it would be deposited with U.S. postal
28 service on that same day with postage thereon fully prepaid at Los Angeles, California
in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postal cancellation date or postage meter date is more than one day
after date of deposit for mailing in affidavit.

() (BY FEDERAL EXPRESS) I caused said envelope(s) to be sent by Federal Express
[Priority Overnight] to the offices of the addressee(s).

(XX) ((BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic
mail. My email address is Arc.Salopagio@laborlawpc.com.

() (BY OVERNIGHT MAIL) I caused said envelope(s) to be sent by overnight mail to the offices of the addressee(s).

Executed on July 22, 2025

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Arc Deniele Salopagio

Print Name

/s/ Arc Deniele Salopagio

Signature