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Attorney for Plaintiff,  
MARIBEL ALVARADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
COUNTY OF MONTEREY**

MARIBEL ALVARADO, an individual,  
on her own behalf and on behalf of all  
others similarly situated,

Plaintiff,

v.

SUMAN RAMAKUMAR, D.D.S, INC.,  
a California corporation; ACCU  
DENTAL & ORTHODONTICS, an  
entity of unknown form; and DOES 1  
through 100, inclusive,

Defendants.

**Case No.: 24CV003321**

[Assigned for all purposes to Hon. Carrie M.  
Panetta, in Dept. 14]

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. *Labor Code* §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 4);**
- 2. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 4);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 4);**
- 4. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 4);**
- 5. FAILURE TO PAY WAGES DUE ON TERMINATION (Cal. *Labor Code* §§ 201-203);**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* § 2802);**
- 7. FAILURE TO PAY VESTED VACATION PAY ON SEPARATION OF EMPLOYMENT (Cal. *Labor Code* §227.3);**

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

8 **DEMAND FOR A JURY TRIAL**

9 Action Filed: August 7, 2024  
10 Trial Date: Not Set

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

15 MARIBEL ALVARADO (“Plaintiff”) alleges the following:

16 1. This is a class action brought under California law by an individual who was  
17 employed by Suman Ramakumar, D.D.S., Inc. (“SR”) and ACCU Dental & Orthodontics  
18 (“ACCU”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this  
19 action on behalf of herself and others similarly situated to recover wages from Defendants due to  
20 Defendants’ systematic failure to pay overtime, failure to provide meal breaks (or pay the  
21 statutory compensation due), failure to provide rest breaks (or pay the statutory compensation  
22 due), failure to issue accurate wage statements, failure to pay wages due on termination, failure  
23 to reimburse business expenses, failure to pay vested vacation pay on separation of employment  
24 and failure to allow inspection of employment records.

25 2. Plaintiffs have worked as employees for Defendants at their office in Salinas,  
26 California and remotely in Salinas, California. While working, Plaintiffs have been forced to  
27 endure stressful and illegal workplace conditions created by Defendants’ efforts to maximize  
28 profits and tightly control labor costs.

1           3.       Plaintiff, like her co-workers whom Defendants also employed during the  
2 applicable limitations period, spent their workdays in Salinas, California, under illegal and highly  
3 regimented circumstances. That regimen results from Defendants' insistence to strictly monitor  
4 and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing  
5 to pay overtime, refusing to provide proper meal periods, refusing to provide proper rest periods,  
6 not paying the required extra hour for missed meal/rest breaks, failing to issue accurate wage  
7 statements, failing to pay all wages due on termination, failing to reimburse business expenses,  
8 failing to pay vested vacation pay on separation of employment, failing to allow inspection of  
9 employment records, and by using other unlawful stratagems to ensure that labor costs remain  
10 artificially low.

11           4.       Plaintiff brings this class action to recover, among other things, wages and  
12 penalties from unpaid wages earned and due, including but not limited to, overtime, missed  
13 meal/rest break wages, penalties for failure to provide accurate itemized wage statements, wages  
14 owed on termination, failure to reimburse business expenses, failure to pay vested vacation pay,  
15 failure to allow inspection of employment records and interest, attorneys' fees, costs, and  
16 expenses.

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

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

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

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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 against the persons identified herein occurred in the County of Monterey and because Defendants owned and operated their businesses in the County of Monterey.

**PLAINTIFF**

- (a) An individual over age 18 and a resident of Monterey County, California;
- (b) Employed as an hourly employee for Defendants in Salinas, California;
- (c) Did not receive overtime required by *Labor Code* §§ 1194, 1198, and the applicable Wage Orders;
- (d) Did not receive the meal periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (e) Did not receive the rest periods required by *Labor Code* §266.7 and the applicable Wage Orders;
- (f) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (g) Was not paid all wages due on termination as required by *Labor Code* §§201-203;
- (h) Was not reimbursed for necessary business expenses as required by *Labor Code* § 2802;

- (i) Was not provided vested vacation pay on separation of employment as required by *Labor Code* §227.3; and
- (j) Was not provided her personnel records. Each of these was a violation of the *Labor Code*.

**DEFENDANTS**

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

- (a) A California corporation with a principal place of business at 122 Saratoga Avenue, Suite 200, Santa Clara, California 95051. Defendant SR has been authorized to do business and has been doing business in the County of Monterey;
- (b) The former employer of Plaintiff and the current and former employer of the putative Class members;
- (c) Paid Plaintiff and all Class Members on an hourly basis;
- (d) Failed to pay Plaintiff and all putative Class members overtime wages;
- (e) Failed to provide Plaintiff and all putative Class members with meal/rest periods and failed to provide Plaintiff and all putative Class members with accurate itemized wage statements;
- (f) Failed to pay Plaintiff and all putative Class members all wages due on termination;
- (g) Failed to reimburse Plaintiff and all putative Class members for necessary business expenses;
- (h) Failed to pay Plaintiff and all putative Class members vested vacation pay on separation of employment; and
- (i) Failed to provide their personnel records. Each of these was a violation of the *Labor Code*.

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

- 1 (a) An entity of unknown form, with a principal place of business at 122  
2 Saratoga Avenue, Suite 200, Santa Clara, California 95051. Defendant  
3 ACCU has been authorized to do business and has been doing business in  
4 the County of Monterey;
- 5 (b) The former employer of Plaintiff and the current and former employer of  
6 the putative Class members;
- 7 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 8 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
- 9 (e) Failed to provide Plaintiff and all putative Class members with meal/rest  
10 periods and failed to provide Plaintiff and all putative Class members with  
11 accurate itemized wage statements;
- 12 (f) Failed to pay Plaintiff and all putative Class members all wages due on  
13 termination;
- 14 (g) Failed to reimburse Plaintiff and all putative Class members for necessary  
15 business expenses;
- 16 (h) Failed to pay Plaintiff and all putative Class members vested vacation pay  
17 on separation of employment; and
- 18 (i) Failed to provide their personnel records. Each of these was a violation of  
19 the Labor Code.

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

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

1 in the County of Monterey. Each of the Defendants DOES 1 through 100 was the managerial  
2 agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or  
3 representative of one or more of the other Defendants named herein, and acting with permission,  
4 authorization, and/or ratification and consent of the other Defendants.

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

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

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

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**CLASS ALLEGATIONS**

**A. The Definition of the Class**

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

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

(b) “All persons who were hourly paid employees of Defendants and worked for Defendants in California and left the employ of Defendants at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”).” Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

**B. Maintenance of the Action**

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

**C. The Class Requisites**

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

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

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

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

(c) The claims of the representative Plaintiff are typical of the claims of each Class member. Plaintiff, like all Class members, has sustained damages arising from Defendant’s violations of the laws of the State of California.

1 Plaintiff, and the Class members, were and are similarly or identically  
2 harmed by the same unlawful, deceptive, unfair, systematic and pervasive  
3 pattern of misconduct engaged in by the Defendants;

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

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

16 23. The Court should permit the action to be maintained as a class action under *Code*  
17 *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 Defendants are

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 Defendant; and/or,

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

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

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

20 **GENERAL ALLEGATIONS**

21 25. At all times material hereto, Defendant SR has been and is, a dental clinic.

22 26. At all times material hereto, Defendant ACCU has been and is, a dental implant  
23 clinic.

24 27. Plaintiff and members of the Class were employed as Insurance Billers and other  
25 non-exempt employees by Defendants in California at various times during the Class Period.

26 28. The employment by Defendants of the Class Members, and each them, is governed  
27 by Industrial Welfare Commission Wage Order 4, which covers those persons employed in the  
28 professional, technical, clerical, mechanical and similar occupations.

1 **THE CONDUCT**

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

4 30. Starting on or about February 4, 2019, and continuing to May 20, 2024, Defendant  
5 employed Plaintiff on an hourly basis as an Insurance Biller in Salinas, California. Plaintiff  
6 performed billing for multiple offices, sent out insurance claims and called insurance companies.

7 31. While employed by Defendants as an Insurance Biller, Plaintiff was paid \$31.00  
8 per hour. Plaintiff worked 8 hours per day, four days per week. Plaintiff worked in Defendants'  
9 offices and remotely from home.

10 **OFF-THE-CLOCK WORK**

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

15 33. Defendants required Plaintiff and the Class to regularly perform compensable  
16 tasks pre- and post-shift off-the-clock for which they did not receive any compensation.  
17 Specifically, at all times relevant, Plaintiff and Class members spent 1 hour before clocking in  
18 and sending out insurance claims. Further, Plaintiff and Class members spent 2-3 hours 3 times  
19 per week sending out insurance claims after clocking out for their shifts.

20 34. Additionally, Plaintiff and Class members were required to use their personal cell  
21 phones both on and off the clock for work-related activities such as texting/calling clients, co-  
22 workers and insurance companies for 2-3 hours per day.

23 35. As a result, and because they improperly treated such pre- and post-shift time as  
24 non-compensable, Defendants failed to compensate Plaintiff and the Class for such time.

25 **FAILURE TO PAY OVERTIME WAGES**

26 36. Under California law, non-exempt employees, as defined by the California  
27 Industrial Welfare Commission ("IWC") Wage Order 4, are entitled to premium wages for  
28 overtime worked.

37. Under California law, non-exempt employees, as defined by Wage Order No. 4, are entitled to premium wages for overtime worked.

38. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row.

39. Here, at all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at overtime rates. During this period, it was the practice and policy of Defendants not to pay employees' overtime. Monies for unpaid overtime remain due and owing.

### MISSED/LATE MEAL BREAKS

40. Under California law, non-exempt employees, as defined by IWC Wage Order No. 4, are entitled to a 30-minute lunch period for every 5 hours worked or a major fraction thereof. Non-exempt employees are entitled to one-hour pay at their regular pay rate for each day the requisite meal periods are not provided.

41. Plaintiff and Class members were routinely afforded late meal breaks. Further, at least three times per week, Plaintiff and Class members were required to work during their meal breaks.

42. Defendant's policies and procedures were applied to all non-exempt employees in California and resulted in non-exempt employees working time which was not compensated by any wages in violation of Labor Code sections 510, 1194 and the IWC Wage Order No. 4. As a result, Defendants owe wages at the legal overtime rate for unpaid overtime wages for off the clock activities to each of their California non-exempt employees whose daily hours were reduced, and their meals periods were not afforded.

## REST PERIODS NOT AFFORDED

43. Plaintiff and Class members were never afforded any rest breaks.

## FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

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/ / /

1           44. As a result of Defendant’s failure to pay employees at required overtime rates,  
2 premium pay for missed meal/rest breaks, and vested vacation pay, the wage statements issued  
3 to the employees did not comply with *Labor Code* §226 and ICW Wage Order No. 4 in that they  
4 did not accurately reflect all wages earned and due and owing.

5                           **FAILURE TO PAY WAGES DUE ON TERMINATION**

6           45. As a further result of Defendants’ failure to pay employees at required overtime  
7 rates, afford proper meal/rest breaks, vested vacation pay, when the employees left their employ,  
8 they were not timely paid all wages due them, as required by Labor Code §§ 201, 202 and IWC  
9 Wage Order No. 4. Further, it was the practice of Defendants to not pay employees their final  
10 paychecks within the time periods mandated by Labor Code §§201, 202 and the IWC Wage Order  
11 No. 4.

12                           **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

13           46. Defendants failed to reimburse Plaintiff and Class members for their necessary  
14 business expenses such as personal cell phone, personal vehicle, personal protective gear, internet  
15 computer and supplies.

16                           **FAILURE TO PAY VESTED VACATION PAY ON SEPARATION OF**  
17                                           **EMPLOYMENT**

18           47. Defendant failed to pay vested vacation pay on termination. Plaintiff and Class  
19 members were not paid the full amount of their accrued and unused Paid Time Off (“PTO”) upon  
20 separation of employment.

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

22           48. Defendants failed to allow Plaintiff to timely inspect her records and payroll files.

23                           **REGULAR RATE OF PAY**

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

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1           50. Defendants failed to properly pay and calculate wages due. Plaintiff's paystubs  
2 dated 9/28/2023, 10/26/2023, 11/22/2023, 12/21/2023 and 1/18/2024 show an untaxed payment  
3 of "Other" at the same time as "Overtime" paid at exactly 1.5 times base rate. Thus, the  
4 adjustment was not incorporated into the overtime pay.

5           51. Further, Plaintiff's paystubs dated 9/28/2023, 10/26/2023, 11/22/2023,  
6 12/21/2023 and 1/18/2024 show "Other" being paid to Plaintiff. Plaintiff alleges on information  
7 and belief that "Other" relates to pay for health insurance premiums. This may have caused  
8 regular rate issues.

9                                   **FIRST CAUSE OF ACTION**

10                                  **FAILURE TO PAY OVERTIME**

11           **(Labor Code §§510, 511, 558, 1194, 1198 and IWC Wage Order No. 4 by Plaintiffs Against**  
12                                   **Defendants and Does 1-100)**

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

15           53. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab. Code  
16 §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendants were required to compensate  
17 Plaintiff and Class members with premium pay for all overtime work performed, for hours  
18 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight  
19 (8) hours on the seventh (7th) consecutive day of any work week.

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

24           55. Pursuant to IWC Wage Order No. 4, § 3, "Employment beyond eight (8) hours in  
25 any workday is permissible provided the employee is compensated for such overtime at not less  
26 than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked  
27 in excess of eight (8) hours up to and including twelve (12) hours in any workday... "

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

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

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

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

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

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

57. Throughout Plaintiff's and Class members' employment, Plaintiff and Class members worked overtime hours and were not paid overtime pay due to off-the-clock work.

58. Throughout Plaintiff's and Class members' employment, Defendants failed and refused to pay Plaintiff and the members of the Class for these off-the-clock activities and as a result thereof, Plaintiff and the Class were not paid overtime that was due to them.

59. The regular rate of pay under California law includes all remuneration for employment paid on behalf of the employer to the employee. Employers must properly factor all economic items into the regular rate of pay for purposes of calculating the overtime wages due to their employees. *See Alvarado v. Dart Container Corp. of California* (2018) 4 Cal. 5th 542, 554, 568 (the regular rate of pay must include the "value of any non-hourly compensation," including bonuses).

60. Specifically, Defendant had a company-wide policy of failing to properly pay and calculate wages due. Plaintiff's paystubs dated 9/28/2023, 10/26/2023, 11/22/2023, 12/21/2023 and 1/18/2024 show an untaxed payment of "Other" at the same time as "Overtime" paid at exactly 1.5 times base rate. Thus, the adjustment was not incorporated into the overtime pay.

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61. Further, Plaintiff's paystubs dated 9/28/2023, 10/26/2023, 11/22/2023, 12/21/2023 and 1/18/2024 show "Other" being paid to Plaintiff. Plaintiff alleges on information and belief that "Other" relates to pay for health insurance premiums. This may have caused regular rate issues.

62. Defendant violated the rights of Plaintiff and the members of the Class by not correctly calculating their regular rate of pay.

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

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

## SECOND CAUSE OF ACTION

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

**(IWC Wage Order No. 4; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendants and Does 1 through 100)**

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

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

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

68. IWC Wage Order No. 4 provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-

1 minutes, except that when a work period of not more than six (6) hours will complete the day's  
2 work the meal period may be waived by mutual consent of the employer and the employee."

3 69. IWC Wage Order No. 4, section (11)(c) further provides, in relevant part: "Unless  
4 the employee is relieved of all duty during a 30-minute meal period, the meal period shall be  
5 considered an 'on duty' meal period and counted as time worked."

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

7 An employer may not employ an employee for a work period of more than five  
8 hours per day without providing the employee with a meal period of not less than  
9 30-minutes, except that if the total work period per day of the employee is no  
10 more than six hours, the meal period may be waived by mutual consent of both  
11 the employer and employee. An employer may not employ an employee for a  
12 work period of more than 10 hours per day without providing the employee with  
13 a second meal period of not less than 30-minutes, except that if 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.

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

20 72. As alleged herein, Defendants failed to relieve employees of duties for timely meal  
21 breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods were  
22 routinely afforded late and/or not afforded.

23 73. Under California law, employers must also record their employees' meal periods:  
24 "Every employer shall keep accurate information with respect to each employee, including the  
25 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease  
26 ... need not be recorded." IWC Wage Order No. 4, § (7)(A)(3). Where the employer has failed to  
27 keep records required by statute, the consequences of such failure should fall on the employer,  
28 not the employee. In such a situation, imprecise evidence by the employee can provide a sufficient

basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendants had an obligation under the record-keeping requirements of the Wage Order to track meal periods unless "all work ceases," Defendants knew or should have known its employees were regularly afforded late and/or missing meal periods during the Class Period.

74. Defendants have a policy or practice of failing to ensure that Plaintiff and members of the Class take proper meal periods required by California Labor Code §226.7 and IWC Wage Order No. 4, §11.

75. By their actions in not affording Plaintiff and Class members compliant meal periods, Defendants violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 4 in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with proper statutory off-duty meal periods.

76. Defendants also have a policy or practice of failing to pay each of their employees who was not provided with a proper meal period an additional one hour of compensation at each employee's regular rate of pay.

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

78. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants' violations of the California Labor Code and IWC Wage Order No. 4.

### **THIRD CAUSE OF ACTION**

### **FOR FAILURE TO PROVIDE REST PERIODS**

**(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiffs Against Defendants and Does 1 through 100)**

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

80. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work or major fraction thereof.

81. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

82. Defendants have intentionally and improperly denied rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 4. Plaintiff and Class members were not afforded any rest breaks.

83. At all times relevant hereto, Plaintiff and members of the Class have worked eight or more hours daily.

84. At all times relevant hereto, Defendants failed to provide proper rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 4. Plaintiff and Class members rest breaks were routinely not afforded.

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

**FOURTH CAUSE OF ACTION**

**FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED**

**WAGE STATEMENTS**

**(Labor Code §226 and IWC Wage Order No. 4 By Plaintiffs Against Defendants and Does  
1 through 100)**

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

1           87. Pursuant to IWC Wage Order No. 4, Defendants were the employers of Plaintiff  
2 and the Class.

3           88. Pursuant to California Labor Code sections 226 and 1174, and IWC Wage Order  
4 No. 4, section 7, Defendants are required to maintain and provide accurate records relating to  
5 employee compensation, including all formulas and production records used to calculate wages  
6 due.

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

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

17           91. Notwithstanding these provisions. Defendants have engaged in a uniform practice  
18 of refusing to maintain and provide the accurate records and wage statements required by  
19 California law.

20           92. Throughout the Class Period, Defendants intentionally and knowingly provided  
21 Plaintiff and other members of the Class with weekly itemized wage statements containing  
22 inaccurate information regarding the wages earned by Plaintiff and members of the Class in that  
23 the payments owed to Plaintiff and the members of the Class for overtime compensation, missed  
24 or late meal/rest periods, vested vacation pay, were not included in gross wages earned by  
25 Plaintiff and members of the Class.

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

28 ///

94. Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, pay for meal/rest periods not timely provided, vested vacation pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

95. Further, although ACCU is listed as an employer on Plaintiff's and Class members' paystubs, ACCU is not listed on the California Secretary of State website and is not registered on the Monterey County Clerk's website.

96. Additionally, the “Total Hours Worked” listed on Plaintiff’s paystubs dated 9/14/2023, 12/7/2023, 11/22/2023, 1/4/2024 and 1/18/2024 are incorrect and include “Holiday.” The “Total Hours Worked” on Plaintiff’s paystub dated 2/15/2024 is also incorrect and includes “CaSick.”

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

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

## FIFTH CAUSE OF ACTION

**FOR FAILURE TO PAY WAGES UPON TERMINATION**

**(Labor Code §§201-203 By Plaintiffs against Defendants and Does 1 through 100)**

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

100. 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.

101. 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.

1           102. Plaintiff and the Class were discharged and/or resigned from Defendants' employ,  
2 and Defendants willfully failed to pay Plaintiff and the Class wages due them.

3           103. Plaintiff was terminated on or about May 20, 2024. Plaintiff's last day of work  
4 was February 15, 2024. Plaintiff never received her last check, which should have included her  
5 vested, unused vacation pay.

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

8                                   **SIXTH CAUSE OF ACTION**

9                                   **FAILURE TO REIMBURSE BUSINESS EXPENSES**

10                   **(Labor Code § 2802 – By Plaintiffs Against Defendants and Does 1 through 100)**

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

13           106. Labor Code §2802 requires employers to indemnify employees for all necessary  
14 expenditures incurred by employees in the discharge of their duties.

15           107. At all times relevant herein, Defendants were aware that Plaintiff and Class  
16 members were using their personal cell phones, personal vehicles, internet, computers, personal  
17 protective gear and purchasing supplies for business, but failed to indemnify Plaintiff and Class  
18 members for all their business-related expenses, including wear and tear expenses, in accordance  
19 with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant  
20 times, Defendants maintained a practice of not reimbursing Plaintiff and Class Members for their  
21 work-related expenses that they incurred in using their cell phones, vehicles, internet, computer,  
22 personal protective gear and purchasing supplies for work-related purposes.

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

26           109. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover  
27 the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of  
28 suit.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY VESTED VACATION PAY ON SEPARATION OF**  
3 **EMPLOYMENT**

4 **(Cal. Labor Code § 227.3 – By Plaintiffs against Defendants and Does 1 through 100)**

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

7 111. California law, including Labor Code § 227.3, dictates that when an employer has  
8 a vacation policy, the pay constitutes additional wages for services performed, and it must pay  
9 out all accrued but unused vacation time upon termination. Once a proportionate right to paid  
10 vacation vests as labor is rendered, an employer may not adopt policies that require forfeiture of  
11 vested vacation time without compensation. (*Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d  
12 774, 784 [“The right to a paid vacation, when offered in an employer's policy or contract of  
13 employment, constitute deferred wages for services rendered”]; *Rhea v. General Atomics* (2014)  
14 227 Cal. App. 4th 1560, 1571 [“California law prohibits an employer from requiring the forfeiture  
15 of vacation time”].)

16 112. As a matter of policy, Defendants did not provide vested vacation pay on  
17 termination of employment.

18 113. Defendants’ vacation policy, which applies to all of its employees in California,  
19 violates California law because it fails to pay out all of the employees’ vested and unused vacation  
20 time on termination.

21 114. Plaintiff and Class members did not receive proper protections and benefits of the  
22 laws governing the payment of vested vacation time and/or PTO upon separation of employment.

23 115. Pursuant to Labor Code § 227.3, an employer that has implemented a paid  
24 vacation, paid time off, or compensated time off policy must, upon an employee's separation from  
25 employment, pay to the employee all vested but unused vacation and/or paid time off at her final  
26 rate of pay.

27 116. Here, Plaintiff did not use all her PTO prior to her termination.

28 ///

117. As a result, Defendants failed to pay Plaintiff and Class members all vested but unused vacation time and/or PTO upon separation from employment, thereby receiving an economic benefit.

118. Plaintiff is informed and believes and based thereon, alleges Defendants' willful failure to pay all vacation wages due and owing to Plaintiff and Class members upon separation from employment results in continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class members are also entitled to compensation pursuant to Labor Code sections 201-203.

119. Plaintiff and members of the Class have been damaged by Defendants' vacation policy because they have been forced to forfeit earned vacation wages.

120. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff and members of the Class have sustained damages, including loss of earnings in an amount to be established at trial, in addition to prejudgment interest, costs, and attorneys' fees pursuant to applicable law.

### **EIGHTH CAUSE OF ACTION**

#### **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

##### ***(Labor Code §1198.5 By Plaintiffs Against Defendants and Does 1 through 100)***

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

122. 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 maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request

1 from a current or former employee, or his or her representative, the employer  
2 shall also provide a copy of the personnel records, ..... later than 30 calendar  
3 days from the date the employer receives the request...

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

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

11 123. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,  
12 employers are required to keep accurate payroll records on each employee, and such records must  
13 be made readily available for inspection by the employee upon reasonable request. The employer  
14 must also maintain accurate production records.

15 124. On or about August 7, 2024, Plaintiff's counsel issued a written request to  
16 Defendants for copies of her personnel records.

17 125. Under California Labor Code Sections 226, 432 and 1198.5, such records were to  
18 include all records relating to Plaintiff's hours worked, wage statements and compensation.  
19 Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for  
20 Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of her  
21 records.

22 126. As a direct result and consequence of Defendants' failure and refusal to permit  
23 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or  
24 decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a result  
25 of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty  
26 of \$750 based upon Defendants' violation of §1198.

27 **NINTH CAUSE OF ACTION**

28 **UNFAIR COMPETITION**

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

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

3           128. Pursuant to IWC Wage Order No. 4, Defendants were the employers of Plaintiff  
4 and the Class. Defendants are also "person(s)" as that term is defined in Business & Professions  
5 Code §17021.

6           129. The Business & Professions Code defines unfair competition as any unlawful,  
7 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct  
8 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay  
9 Plaintiff and the Class overtime; (2) pay Plaintiff and the Class for meal periods not afforded, (3)  
10 pay Plaintiff and the Class for rest periods not afforded, (4) furnish Plaintiff and the Class with  
11 accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial  
12 Welfare Commission requirements, (5) pay all wages due on termination, (6) reimburse business  
13 expenses, (9) pay vested and unused vacation pay on termination of employment and (10) provide  
14 personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

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

19           131. All the acts described herein are violations of, among other things, the Labor Code  
20 and Industrial Commission Wage Order No. 4, are unlawful and in violation of public policy; and  
21 in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair  
22 and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

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

27           133. Plaintiff and the Class are further entitled to, and do, seek a declaration that the  
28 above-described business practices are unfair and unlawful, and that injunctive relief should be

1 issued restraining Defendants from engaging in any of the above-described unfair and unlawful  
2 business practices in the future.

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

10 **TENTH CAUSE OF ACTION**

11 **DAMAGES PURSUANT TO PRIVATE ATTORNEY GENERAL ACT**

12 **(Against Defendants and Does 1 through 100)**

13 135. Plaintiff brings this action on her own behalf and on behalf of all current and  
14 former employees of Defendants who were employed in California for the previous four years,  
15 seeking to recover wages from Defendants due to Defendant's systematic failure to pay overtime,  
16 provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage  
17 statements, to pay wages on termination, to reimburse business expenses, to pay vested and  
18 unused vacation pay on separation of employment and to allow inspection of employment records  
19 and unfair competition.

20 136. On August 7, 2024, Plaintiff, pursuant to California Labor Code §§ 2699, et seq.,  
21 by and through her attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the  
22 State of California Labor and Workforce Development Agency ("LWDA") and sent a letter via  
23 Certified Mail Return Receipt Requested to Defendant.

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

26 138. Plaintiff has complied with the administrative exhaustion requirements of PAGA.

27 139. Plaintiff seeks Labor Code penalties, attorneys' fees and costs, in an amount  
28 according to proof at trial as provided by the Labor Code Private Attorney General Act.

**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. For compensatory damages in the amount of unpaid overtime due to Plaintiff and Class members, according to proof;

2. For payment of unpaid wages in accordance with California labor and employment law;

3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal period was not afforded;

4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a rest period was not afforded;

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

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

7. For compensatory damages in the amount of Plaintiff and Class members' out-of-pocket expenses and/or reimbursement of monies incurred while performing Defendants' business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);

8. For all vacation wages owed;

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

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

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

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

13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.3, 226.7, 1198.5, according to proof;

14. For civil penalties pursuant to *Cal. Labor Code* §1198 and IWC Wage Order No. 4;

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

16. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or *Cal. Code of Civ. Proc.* §1021.5;

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

18. For injunctive relief requiring Defendants to comply with *Labor Code* 1198.5(b)(1);

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

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

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

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

### **DEMAND FOR JURY TRIAL**

Plaintiff Maribel Alvarado hereby respectfully requests a trial by jury for all claims and issues raised in her First Amended Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: October 15, 2024

By: 

Jasmine J. Badawi

Attorneys for Plaintiff, Maribel Alvarado