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on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FELICIA HOUSE and EMEKA
NDIGWE, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CONGREGATE CONNECT, LLC, a
California limited liability company,
WAYFINDER FAMILY SERVICES, a
California nonprofit corporation,
KADIJAH BRANSON, an individual, and
DOES 1-50, inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- 1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- 2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- 4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages);
- 6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements);
- 7) Violation of Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition);
- 8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

DEMAND FOR JURY TRIAL

1 Plaintiffs FELICIA HOUSE (“House) and EMEKA NDIGWE (“Ndigwe”) (collectively
2 “Plaintiff(s)”), assert claims against defendants CONGREGATE CONNECT, LLC, a California
3 limited liability corporation, WAYFINDER FAMILY SERVICES, a California nonprofit
4 corporation, KADIJAH BRANSON, an individual, and DOES 1-50, inclusive (collectively
5 “Congregate” or “Defendant(s)”) as follows:

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
8 on behalf of Plaintiffs and any and all persons who are or were employed by Defendants as non-
9 exempt employees, however titled, in the State of California within four (4) years prior to the filing
10 of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the
11 “Class” or “Class Members” or “Non-Exempt Employees”).

12 2. During the “liability period,” as defined as the applicable statute of limitations for
13 each and every cause of action contained herein – i.e. Plaintiffs’ claims under the Unfair
14 Competition Law is four (4) years; Plaintiffs’ claims for either unpaid wages or actual damages is
15 three (3) years; and Plaintiffs’ claims for statutory penalties is one (1) year from the filing of this
16 action through the present (referred to as “the liability period(s)”) – Defendants consistently
17 maintained and enforced against its Non-Exempt Employees unlawful practices and policies in
18 violation of California state wage and hour laws, including failing to lawfully and accurately pay
19 Plaintiffs and Class Members for all hours worked, including minimum wages and overtime; failing
20 to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular
21 rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to
22 accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate
23 itemized wage statements; and failing to keep accurate records.

24 3. Defendant implemented uniform policies and practices that deprived Plaintiffs and
25 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
26 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

27 4. Such actions and policies, as described above and further herein, were and continue
28 to be in violation of the California Labor Code. Plaintiffs, on behalf of themselves and all Class

1 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
2 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,
3 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
4 section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties,
5 liquidated damages, and reasonable attorneys' fees and costs.

6 5. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to
7 Business and Professions Code sections 17200-17208, also seeks restitution from Defendant for
8 their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and
9 premium wages.

10 **JURISDICTION AND VENUE**

11 6. This action is brought as a Class Action on behalf of Plaintiffs and similarly situated
12 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
13 damages and restitution sought by Plaintiffs exceeds the minimum jurisdiction limits of the
14 California Superior Court and will be established according to proof at trial.

15 7. This Court has jurisdiction over this action pursuant to the California Constitution
16 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
17 those given by statute to other courts. The statutes under which this action is brought do not give
18 jurisdiction to any other court.

19 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

21 9. This Court has jurisdiction over Defendants because, upon information and belief,
22 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
23 otherwise intentionally avails itself of the California market so as to render the exercise of
24 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
25 substantial justice. Defendant has done and are doing business throughout California.

26 10. The unlawful acts alleged herein have a direct effect on Plaintiffs and the other
27 similarly situated Non-Exempt Employees within Los Angeles County and it is believed that
28 Defendants have employed over one hundred Class Members as Non-Exempt Employees

1 throughout the state.

2 11. The California Superior Court also has jurisdiction in this matter because the
3 individual claims of the Class Members described herein are presently believed to be under the
4 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
5 aggregate potential damages and recovery by all of the claims of the Plaintiffs' Class, including
6 attorneys' fees, placed in controversy by Plaintiffs' class-wide claims, is presently believed to be
7 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
8 Further, there is no federal question at issue, as the issues herein are based solely on California
9 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
10 Procedure, the California Civil Code, and the California Business and Professions Code.

11 12. Venue is proper in this Court because one or more of the Defendants reside, transact
12 business, or have offices in this County, and the acts or omissions alleged herein took place in this
13 County.

14 **PARTIES**

15 13. Defendant Congregate Connect, LLC is a California limited liability company in
16 good standing that is authorized to do business throughout the State of California. Congregate
17 Connect, LLC's headquarters are located at 15745 Paramount Blvd., Suite A, Paramount, CA
18 90723.

19 14. Defendant Congregate Connect, LLC operates in California from numerous
20 locations, providing home healthcare services for individuals with developmental disabilities.

21 15. Defendant Wayfinder Family Services is a California nonprofit corporation in good
22 standing that is authorized to do business throughout the State of California. Wayfinder Family
23 Services' headquarters are located at 5300 Angeles Vista Blvd., Los Angeles, CA 90043.

24 16. Defendant Wayfinder Family Services operates in California from numerous
25 locations, providing home healthcare services for individuals with developmental disabilities.

26 17. Defendant Kadajah Branson is an individual who serves as the Chief Executive
27 Officer of Congregate Connect, LLC. Upon information and belief, Kadajah Branson was a resident
28 of California during the relevant time period.

1 18. Plaintiff Felicia House is and during the liability period has been a resident of Los
2 Angeles County, CA. Plaintiff House is employed at multiple locations throughout Los Angeles
3 County as a Caregiver. Plaintiff House began her employment on November 8, 2018 and continues
4 to be employed by Defendants. Plaintiff House’s job duties include working with and providing
5 services to individuals with developmental disabilities.

6 19. Plaintiff Emeka Ndigwe is and during the liability period has been a resident of Los
7 Angeles County, CA. Plaintiff Ndigwe is employed at multiple locations throughout Los Angeles
8 County as a Caregiver. Plaintiff Ndigwe began her employment on approximately July 1, 2014 and
9 continues to be employed by Defendants. Plaintiff Ndigwe’s job duties include working with and
10 providing services to individuals with developmental disabilities.

11 20. Plaintiffs and the members of the putative class are employed by Defendants as non-
12 exempt employees working in the State of California, however titled, (the “Class Members” or
13 “Non-Exempt Employees”).

14 21. Whenever in this complaint reference is made to any act, deed, or conduct of
15 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
16 one or more of Defendants’ officers, directors, agents, employees, or representatives, who was
17 actively engaged in the management, direction, control, or transaction of the ordinary business and
18 affairs of Defendants.

19 22. The true names and capacities of Defendants, whether individual, corporate,
20 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
21 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
22 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
23 capacities of the Defendants designated hereinafter as DOES when such identities become known.

24 23. Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants are
25 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
26 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
27 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
28 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the

1 liability of the Defendants as alleged herein.

2 24. Plaintiffs are further informed and believe, and thereon allege, that at all times
3 material herein, each Defendant was completely dominated and controlled by its co-Defendants
4 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
5 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
6 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
7 Whenever and wherever reference is made to individuals who are not named as Defendants in this
8 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
9 acted on behalf of Defendants named in this complaint within the scope of their respective
10 employments.

11 **FACTUAL ALLEGATIONS**

12 25. During the relevant time frame, Defendant compensates Plaintiffs and the Non-
13 Exempt Employees based upon an hourly wage.

14 26. Plaintiffs and the Class Members, at all times pertinent hereto, have been non-
15 exempt employees within the meaning of the California Labor Code, and the implementing rules
16 and regulations of the IWC California Wage Orders. They are subject to the protections of the
17 IWC Wage Orders and the Labor Code.

18 27. During the relevant time period, Plaintiffs provided caregiving functions for
19 Defendants. Plaintiffs were non-exempt hourly employees who typically work five to seven days a
20 week, averaging over 40 hours a week.

21 28. The members of the putative class were non-exempt employees of Defendants
22 throughout the state of California during the liability period.

23 29. Plaintiffs are informed and believe, and thereon allege, that Defendants are and were
24 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
25 requirements of California's wage and employment laws.

26 30. All Class Members, including the Plaintiffs, are similarly situated in that they are
27 all subject to Defendants' uniform policies and systemic practices as specified herein.

28 31. Plaintiffs and the Class Members were not properly compensated for all hours

1 worked, in part because they were frequently required to work off the clock.

2 32. In addition, the Class Members frequently worked in excess of eight (8) hours a
3 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
4 of time and one-half the employee's regular rate of pay per hour. Plaintiffs and the Class
5 Members also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours
6 on the seventh day of the workweek, but were not paid for such time at a rate of two times the
7 employee's regular rate of pay per hour.

8 33. Among other things, Plaintiffs are informed and believe that Defendants
9 manipulate the hours worked by Class Members to avoid paying earned overtime.

10 34. Class Members were regularly required to work shifts in excess of five hours
11 without being provided a lawful meal period and over ten hours in a day without being provided a
12 second lawful meal period as required by law.

13 35. Indeed, during the relevant time, as a consequence of Defendants' staffing and
14 scheduling practices, lack of coverage, ratio requirements, work demands, and Defendants'
15 policies and practices, Defendants frequently failed to provide Plaintiffs and the Class Members
16 timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours and
17 second meal periods on shifts over ten hours as required by law.

18 36. On information and belief, Plaintiffs and Class Members did not waive their rights
19 to meal periods under the law.

20 37. Plaintiffs and the Class Members were not provided with valid lawful on-duty
21 meal periods.

22 38. Despite the above-mentioned meal period violations, Defendants failed to
23 compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one
24 additional hour of pay at their regular rate as required by California law when meal periods were
25 not timely or lawfully provided in a compliant manner.

26 39. Plaintiffs are informed and believe, and thereon allege, that Defendants know,
27 should know, knew, and/or should have known that Plaintiffs and the other Class Members were
28 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but

1 were not receiving such compensation.

2 40. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, which is a violation of the Labor
5 Code and IWC wage order.

6 41. Defendants maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid
8 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted.

10 42. Moreover, Plaintiffs and the Class Members were required to incur necessary
11 expenses in the discharge of their duties, including without limitation cell phone expenses and
12 mileage, but were not reimbursed for such necessary expenses.

13 43. In addition, Class Members were not allowed to leave the premises during rest
14 breaks or meal breaks.

15 44. Despite the above-mentioned rest period violations, Defendants did not
16 compensate Plaintiffs, and on information and belief, did not pay Class Members one additional
17 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
18 and the applicable IWC wage order, for each day on which lawful rest periods were not
19 authorized and permitted.

20 45. Defendants also failed to provide accurate, lawful itemized wage statements to
21 Plaintiffs and the Class Members in part because of the above specified violations. In addition,
22 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
23 the applicable hourly rates, the number of hours worked at each rate, the name and address of the
24 legal entity that is the employer, gross pay and net pay figures from Plaintiffs, and the Class
25 Members' wage statements. Such actions were and continue to be in violation of the California
26 Labor Code and applicable IWC Wage Orders.

27 46. Defendants have also made it difficult to determine applicable hourly rates of pay,
28 total hours worked, and account with precision for the unlawfully withheld wages and deductions

1 due to be paid to Non-exempt Employees, including Plaintiffs, during the liability period because
2 they did not implement and preserve a lawful record-keeping method to record all hours worked,
3 meal periods, and non-provided rest and meal periods owed to employees as required for non-
4 exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and
5 applicable California Wage Orders.

6 47. Plaintiffs are informed and believe, and thereon allege, that at all times herein
7 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
8 thereof for resignations without prior notice as the case may be) they had a duty to accurately
9 compensate Plaintiffs and the Class Members for all wages owed including minimum wages,
10 straight time wages, overtime, rest period premiums, and that Defendants had the financial ability
11 to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so
12 in part because of the above-specified violations.

13 48. Plaintiffs and the Class Members are covered by applicable California IWC Wage
14 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
15 section 11000 *et seq.*

16 **CLASS ACTION ALLEGATIONS**

17 49. Plaintiffs bring this action on their own behalf, as well as on behalf of each and
18 every other person similarly situated, and thus, seeks class certification under California Code of
19 Civil Procedure §382.

20 50. All claims alleged herein arise under California law for which Plaintiffs seek relief
21 as authorized by California law.

22 51. The **proposed class** is comprised of and defined as: **All persons currently or**
23 **formerly employed by Defendants, directly or indirectly, as non-exempt employees, however**
24 **titled, throughout the state of California within four (4) years prior to the filing of the**
25 **Complaint in this action until the resolution of this lawsuit. (hereinafter collectively referred**
26 **to as the “Class” or “Class Members”).**

27 52. Plaintiffs also seek to represent Subclasses included in the Plaintiffs’ Class, which
28 are composed of Class Members satisfying the following definitions:

1 a. All Class Members who were not paid at least minimum wage for all hours
2 worked (collectively “**Minimum Wage Subclass**”);

3 b. All Class Members who were not accurately paid overtime for hours worked
4 over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

5 c. All Class Members who worked more than five (5) hours in a workday and
6 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
7 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
8 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

9 d. All Class Members who worked more than ten (10) hours in a workday and
10 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
11 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
12 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

13 e. All Class Members who worked more than three and a half hours in a
14 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
15 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
16 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred
17 to as the “**Rest Period Subclass**”);

18 f. All Class Members who did not receive all owed wages at the time of
19 separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the
20 “**Waiting Time Subclass**”);

21 g. All Class Members who were not provided with accurate and complete
22 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
23 **Subclass**”);

24 h. All Class Members who were employed by Defendants and subject to
25 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
26 **Practices Subclass**”).

27 i. All Class Members who were not reimbursed for all necessary expenditures
28 (collectively “**Indemnification Subclass**”).

1 53. Plaintiffs reserve the right, under Rule 3.765, California Rules of Court, to amend
2 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
3 or if it should be deemed necessary by the Court or to further divide the Class Members into
4 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
5 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

6 54. As set forth in further detail below, this action has been brought and may properly
7 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
8 because there is a well-defined community of interest in the litigation, and the proposed Class and
9 Subclasses are easily ascertainable through Defendants' records.

10 a. Numerosity: The members of the Class and Subclasses are so numerous that
11 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
12 membership of the entire Class and Subclasses is unknown to Plaintiffs at this time, however, the
13 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
14 relevant periods necessarily increases this number substantially. Plaintiffs allege Defendants'
15 employment records would provide information as to the number and location of all Class
16 Members. Joinder of all members of the proposed Class is not practicable.

17 b. The proposed class is easily ascertainable. The number and identity of the
18 class members are determinable from Defendants' payroll records and time records for each class
19 member.

20 c. Commonality: There are common questions of law and fact as to the Class
21 and Subclasses that predominate over questions affecting only individual Class Members. These
22 common questions of law and fact include, without limitation:

23 1) Whether Defendants paid Class Members at least minimum wage for all
24 hours worked;

25 2) Whether Defendants knew or should have known that Class Members were
26 required to perform work off the clock;

1 3) Whether Defendants accurately calculated and paid all Class Members
2 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
3 hours per day and/or forty (40) hours per week;

4 4) Whether Defendants had a policy and practice of providing lawful, timely
5 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
6 Commission (“IWC”) wage order;

7 5) Whether Defendants on-duty meal periods were lawful;

8 6) Whether Defendants required employees to remain on the premises during
9 meal periods;

10 7) Whether Defendants had a policy and practice of complying with Labor
11 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
12 provided;

13 8) Whether Defendants failed to authorize and permit a lawful, net 10-minute
14 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

15 9) Whether Defendants required employees to remain on the premises during
16 rest periods;

17 10) Whether Defendants had a policy and practice of complying with Labor
18 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
19 provided;

20 11) Whether Defendants failed to timely pay all wages upon separation in
21 accordance with Labor Code sections 201-202;

22 12) Whether Defendants failed to reimburse employees for necessary expenses
23 in accordance with Labor Code section 2802;

24 13) Whether Defendants omitted required information from itemized wage
25 statements;

26 14) Whether Defendants failed to maintain accurate records of Class Members'
27 earned wages, work periods, meal periods and deductions;

28

1 15) Whether Defendants engaged in unfair competition in violation of section
2 17200 et seq. of the Business and Professions Code;

3 16) Whether Defendants' conduct was willful and/or reckless;

4 17) Whether Defendants failed to provide accurate itemized wage statements in
5 violation of Labor Code § 226; and

6 18) The appropriate amount of damages, restitution, and/or monetary penalties
7 resulting from Defendants' violations of California law.

8 d. Typicality: Plaintiffs are qualified to, and will fairly and adequately protect
9 the interests of each member of the Class and Subclasses with whom he has a well-defined
10 community of interest. Plaintiffs' claims herein alleged are typical of those claims which could be
11 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
12 which would be sought by each member of the Class and/or Subclasses in separate actions. All
13 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
14 provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely
15 pay wages at termination, failure to pay minimum wages, failure to reimburse necessary expenses,
16 and failure to accurately pay all wages earned including all owed premium and overtime wages, all
17 due to Defendants' policies and practices that affected each member of the Class and/or Subclasses
18 similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to
19 each member of the Class and/or Subclasses.

20 e. Adequacy: Plaintiffs are qualified to and will fairly and adequately protect
21 the interests of each member of the Class and/or Subclasses with whom they have a well-defined
22 community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that
23 they have an obligation to make known to the Court any relationships, conflicts, or differences with
24 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
25 known to exist. Plaintiffs' attorneys and the proposed counsel for the Class and Subclasses are
26 versed in the rules governing class action discovery, certification, litigation, and settlement and
27 experienced in handling such matters. Other former and current employees of Defendants may also
28 serve as representatives of the Class and Subclasses if needed.

1 f. Superiority: The nature of this action makes the use of class action
2 adjudication superior to other methods. A class action will achieve economies of time, effort,
3 judicial resources, and expense, which would not be achieved with separate lawsuits. The
4 prosecution of separate actions by individual members of the Class and/or Subclasses would create
5 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
6 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
7 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
8 disposition of their interests through actions to which they were not parties. Thus, a class action is
9 superior to other available means for the fair and efficient adjudication of this controversy because
10 individual joinder of all Class Members is not practicable, and questions of law and fact common
11 to the Class predominate over any questions affecting only individual Class Members. Each
12 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
13 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
14 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
15 timely pay wages at termination, failure to reimburse necessary expenses, and failure to accurately
16 pay all wages earned including all owed premium and overtime wages, all due to Defendants'
17 policies and practices that affected each member of the Class and/or Subclasses similarly. Class
18 action treatment will allow those similarly situated persons to litigate their claims in the manner
19 that is most efficient and economical for both parties and the judicial system. Plaintiffs are unaware
20 of any difficulties that are likely to be encountered in the management of this action that would
21 preclude its maintenance as a class action.

22 g. Public Policy Considerations: Employers in the state of California violate
23 employment and labor laws every day. However, current employees are often afraid to assert their
24 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
25 because they believe their former employers may damage their future endeavors through negative
26 references and/or other means. The nature of this action allows for the protection of current and
27 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
28 California have a significant interest in ensuring employers comply with California's labor laws

1 and in ensuring those employers who do not are prevented from taking further advantage of their
2 employees.

3 **CLASS ACTION CLAIMS**

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

6 **Unpaid Minimum Wages**

7 **(By Plaintiffs and the Class Against Defendants)**

8 55. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
9 paragraphs as if fully set forth herein.

10 56. Labor Code section 204 establishes the fundamental right of all employees in the
11 State of California to be paid wages, including minimum wage, straight time and overtime, in a
12 timely fashion for their work.

13 57. Labor Code section 1194(a) provides that notwithstanding any agreement to work
14 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
15 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
16 of the full amount of this minimum wage or overtime compensation, including interest thereon,
17 reasonable attorney's fees, and costs of suit.

18 58. Labor Code section 1197 provides: The minimum wage for employees fixed by the
19 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
20 and the payment of a lower wage than the minimum so fixed is unlawful.

21 59. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
22 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
23 Wage Order(s).

24 60. The applicable wage orders and California Labor Code sections 1197 and 1182.12
25 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
26 state law.

27 61. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
28 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid

1 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
2 equal to the unpaid wages and interest accrued thereon.

3 62. During all relevant periods, the California Labor Code and wage orders required that
4 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
5 hours worked.

6 63. The IWC Wage Orders define "hours worked" as "the time during which an
7 employee is subject to the control of an employer, and includes all the time the employee is suffered
8 or permitted to work, whether or not required to do so."

9 64. At all times relevant, Plaintiffs and Class Members consistently worked hours for
10 which they were not paid because Defendants frequently required Plaintiffs and the Class Members
11 to work off the clock.

12 65. Plaintiffs are informed and believes that Defendants were aware that Plaintiffs and
13 the Class Members were working off the clock and that they should have been paid for this time.

14 66. In addition, Defendants failed to pay at least minimum wage for all hours worked
15 because, upon information and belief, Defendants rounded hours worked against Plaintiffs' and the
16 Class Members' interests.

17 67. Defendant's policy and practice of not paying all minimum wages violates
18 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
19 applicable wage order 4-2001 and 5-2001.

20 68. Due to Defendants' violations of the California Labor Code and wage orders,
21 Plaintiffs and the Minimum Wage Subclass members are entitled to recover from Defendant their
22 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
23 judgment and post-judgment interest, as well as liquidated damages.

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SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

Unpaid Overtime

(By Plaintiffs and the Class Against All Defendants)

69. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

70. During all relevant periods, Defendant required Plaintiffs and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

71. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order 14-2001 and 5-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

72. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed to properly compensate Plaintiffs and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

73. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

1 74. At all times relevant, Plaintiffs and Class Members consistently worked hours for
2 which they were not paid because Plaintiffs and the Class Members were required to work off the
3 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
4 hours in a workweek and should have been paid at the overtime rate.

5 75. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and
6 the Class Members were working off the clock and that they should have been paid for this time.

7 76. Further, Plaintiffs are informed and believe that Defendants manipulated the
8 recorded hours worked by Class Members to avoid paying earned overtime.

9 77. In addition, upon information and belief, Defendants failed to incorporate all forms
10 of compensation, including without limitation bonuses, differentials, and incentives, into the
11 regular rate for overtime purposes.

12 78. As a result, Defendants failed to pay Plaintiffs and the Class members earned
13 overtime wages and such employees suffered damages as a result.

14 79. Defendants knew or should have known Plaintiffs and the Class Members were
15 undercompensated as a result of these practices.

16 80. Due to Defendant's violations of the California Labor Code, Plaintiffs and the Class
17 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
18 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
19 penalties, and liquidated damages.

20 **THIRD CAUSE OF ACTION**

21 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(A)**

22 **Unpaid Meal Period Premiums**

23 **(By Plaintiffs and the Class Against All Defendants)**

24 81. Plaintiffs incorporate by reference and reallege each and every allegation contained
25 above, as though fully set forth herein.

26 82. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
27 period of more than five (5) hours without providing a meal break of not less than thirty (30)
28 minutes in which the employee is relieved of all of his or her duties, except that when a work period

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

3 83. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
4 for a work period of more than ten (10) hours without providing a second meal break of not less
5 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
6 break may only be waived by mutual consent, and if the employee did not waive his or her first
7 meal period, and the employee's work day will not exceed twelve hours.

8 84. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
9 provide Plaintiffs and Class Members timely and uninterrupted first meal periods of not less than
10 thirty (30) minutes within the first five hours of a shift.

11 85. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
12 provide Plaintiffs and Class Members timely and uninterrupted second meal periods of not less
13 than thirty (30) minutes on shifts longer than ten hours.

14 86. Indeed, during the relevant time, as a consequence of Defendants' staffing and
15 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
16 Plaintiffs and the Class Members were not provided with legally required meal periods.

17 87. On information and belief, Plaintiffs and Class Members did not waive their rights
18 to meal periods under the law.

19 88. Plaintiffs and the Class Members were not provided with valid lawful on-duty
20 meal periods.

21 89. Plaintiff and the Class Members were not allowed to leave the premises during
22 certain meal periods.

23 90. Plaintiffs and the Class Members were not paid one hour of pay at their regular rate
24 for each day that a first or second meal period was not lawfully provided.

25 91. As a proximate result of the aforementioned violations, Plaintiffs and the Class
26 Members have been damaged in an amount according to proof at time of trial.

27 92. Pursuant to Labor Code § 226.7, Plaintiffs and Class Members are entitled to recover
28 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also

1 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

2 93. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
3 represent have been deprived of premium wages in amounts to be determined at trial, and are
4 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
5 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
6 section 3287.

7 **FOURTH CAUSE OF ACTION**

8 **VIOLATION OF CAL. LABOR CODE § 226.7**

9 **Unpaid Rest Period Premiums**

10 **(By Plaintiffs and the Class Against All Defendants)**

11 94. Plaintiffs incorporate by reference and reallege each and every allegation contained
12 above, as though fully set forth herein.

13 95. Pursuant to the IWC wage orders applicable to Plaintiffs' and Class Members'
14 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
16 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
17 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
18 be counted as hours worked, for which there shall be no deduction from wages."

19 96. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
20 during any rest period mandated by an applicable order of the IWC.

21 97. Defendants were required to authorize and permit employees such as Plaintiffs and
22 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
23 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
24 with no deduction from wages.

25 98. Despite said requirements of the IWC wage orders applicable to Plaintiffs' and Class
26 Member's employment with Defendants, Defendants failed and refused to authorize and permit
27 Plaintiffs and Class Members to take lawful, net ten (10) minute rest periods for every four (4)
28 hours worked, or major fraction thereof.

99. In addition, Plaintiff and the Class Members were not allowed to leave the premises during certain rest periods.

100. Defendants did not pay Plaintiffs one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

101. By their failure to authorize and permit Plaintiffs and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiffs and the other Class Members work(ed) in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

102. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203

Untimely Final Wages

(By Plaintiffs and the Class Against All Defendants)

103. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

104. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

105. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages

1 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days
2 of wages.

3 106. Plaintiff and Class Members are entitled to compensation for all forms of wages
4 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
5 compensation, but to date have not received such compensation, therefore entitling them to Labor
6 Code § 203 penalties.

7 107. More than thirty (30) days have passed since affected Waiting Time Subclass
8 Members have left Defendants' employ, and on information and belief, they have not received
9 payment pursuant to Labor Code § 203.

10 108. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
11 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

12 **SIXTH CAUSE OF ACTION**

13 **VIOLATION OF CAL. LABOR CODE § 226(A)**

14 **Failure to Provide Accurate Wage Statements**

15 **(By Plaintiffs and the Class Against All Defendants)**

16 109. Plaintiffs repeat and incorporate herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 110. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
19 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
20 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
21 when wages are paid by personal check or cash, an accurate itemized statement in writing
22 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
23 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
24 name of the employee and only the last four digits of his or her social security number or an
25 employee identification number other than a social security number, (8) the name and address of
26 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
27 pay period and the corresponding number of hours worked at each hourly rate by the
28 employee....".

1 111. Further, the IWC Wage Orders require in pertinent part: Every employer shall
2 keep accurate information with respect to each employee including the following: (3) Time
3 records showing when the employee begins and ends each work period. Meal periods, split shift
4 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
5 payroll period and applicable rates of pay....”

6 112. Labor Code section 1174 of the California also requires Defendants to maintain
7 and preserve, in a centralized location, among other items, records showing the names and
8 addresses of all employees employed and payroll records showing the hours worked daily by, and
9 the wages paid to, its employees. On information and belief and based thereon, Defendants have
10 knowingly and intentionally failed to comply with Labor Code section 1174, including by
11 implementing the policies and procedures and committing the violations alleged in the preceding
12 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
13 unlawful pursuant to Labor Code section 1175.

14 113. Defendants have failed to record many of the items delineated in applicable
15 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
16 1174, including by virtue of the fact that each wage statement which failed to accurately
17 compensate Plaintiffs and Class Members for all hours worked and for missed and non-provided
18 meal and rest periods, or which failed to include compensation for all minimum wages earned or
19 overtime hours worked, was an inaccurate wage statement.

20 114. On information and belief, Defendants failed to implement and preserve a lawful
21 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
22 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
23 section 226 and applicable California Wage Orders. In order to determine if they had been paid
24 the correct amount and rate for all hours worked, Plaintiffs and Class Members have been, would
25 have been, and are compelled to try to discover the required information missing from their wage
26 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
27 the wage statements Defendants provided to them.

28 115. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC

1 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
2 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
3 required information. Specifically, Defendants have also omitted accurate itemizations of total
4 hours worked, the name and address of the legal entity that is the employer, and gross pay from
5 Plaintiffs and the Class Members' wage statements. In addition, Defendants have failed to
6 provide accurate itemized wage statements as a consequence of the above-specified violations for
7 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
8 meal and rest period premiums as required by law.

9 116. Moreover, upon information and belief, as a pattern and practice, in violation of
10 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
11 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
12 Statement Class, including but not limited to, beginning and ending of each work period, meal
13 period and split shift interval, the total daily hours worked, and the total hours worked per pay
14 period and applicable rates of pay.

15 117. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
16 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
17 Class in that the members of the Wage Statement Class were not timely provided written accurate
18 itemized statements showing all requisite information, such that the members of the Wage
19 Statement Class were misled by Defendants as to the correct information regarding various items,
20 including but not limited to the identity of the employer, total hours worked by the employee,
21 gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate.

23 118. Pursuant to Labor Code section 226, and in light of Defendants' violations
24 addressed above, Plaintiffs and the Wage Statement Class Members are each entitled to recover
25 up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

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1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

3 **Unfair Competition**

4 **(By Plaintiffs and the Class Against All Defendants)**

5 119. Plaintiffs incorporate by reference and reallege each and every allegation contained
6 above, as though fully set forth herein.

7 120. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
8 unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the
9 general public. Plaintiffs also seek to enforce important rights affecting the public interest within
10 the meaning of the California Code of Civil Procedure § 1021.5.

11 121. Defendants' policies, activities, and actions as alleged herein are violations of
12 California law and constitute unlawful business acts and practices in violation of California
13 Business and Professions Code §§ 17200, *et seq.*

14 122. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
15 predicated on the violation of any state or federal law.

16 123. The state law violations, including violations of the relevant IWC Wage Order,
17 detailed herein above are the predicate violations for this cause of action. By way of example only,
18 in the instant case Defendants' policy of failing to lawfully provide Plaintiffs and the Class with
19 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
20 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
21 Defendants further violated the law through their policies of failing to fully and accurately
22 compensate Plaintiffs and the Class Members for all hours worked, including minimum wages and
23 overtime as well as failing to provide accurate itemized wage statement as specified above.

24 124. Plaintiffs and the Class Members have been personally aggrieved by Defendants'
25 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

26 125. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiffs
27 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
28 during a period that commences four (4) years prior to the filing of this complaint; an award of

1 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
2 costs.

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

5 **Failure to Reimburse Necessary Business Expenses**

6 **(By Plaintiffs and the Class Against All Defendants)**

7 126. Plaintiffs incorporate by reference and reallege each and every allegation contained
8 above, as though fully set forth herein.

9 127. Plaintiffs repeat and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

11 128. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and Class
12 Members for necessary expenditures incurred in direct consequence of the discharge of his or her
13 duties.

14 129. Plaintiffs and the members of the Indemnification Class were required to incur
15 expenses in the performance of their assigned job duties. For example, Plaintiffs and the
16 Indemnification Class Members were required to incur numerous out of pocket expenses,
17 including without limitation, cellular phone expenses and mileage, in direct consequence of the
18 discharge of their duties.

19 130. Upon information and belief, the Defendants did not reimburse Plaintiffs or the
20 Plaintiffs' subclass for such expenses.

21 131. As a result of the unlawful acts of Defendants, Plaintiffs and the Subclass
22 Members have been deprived of unreimbursed sums in amounts to be determined at trial, and are
23 entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
24 costs, pursuant to Labor Code §2802.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray judgment against Defendants, as follows:

27 **Class Certification**

28 1. That this action be certified as a class action;

2. That Plaintiffs be appointed as the representatives of the Class;
3. That Plaintiffs be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiffs be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

///

1 **On the Fourth Cause of Action**

2 **(Unpaid Rest Period Premiums)**

- 3 1. For one (1) hour of premium pay for each day in which a required rest period was
4 not lawfully authorized and permitted; and
- 5 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 6 3. For such other and further relief as the Court deems proper.

7 **On the Fifth Cause of Action**

8 **(Untimely Final Wages)**

- 9 1. For unpaid wages;
- 10 2. For penalties pursuant to Labor Code § 203;
- 11 3. For interest;
- 12 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 13 5. For such other and further relief as the Court deems proper.

14 **On the Sixth Cause of Action**

15 **(Failure to Provide Accurate Wage Statements)**

- 16 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 17 2. For reasonable attorneys' fees and costs; and
- 18 3. For such other and further relief as the Court deems proper;

19 **On the Seventh Cause of Action**

20 **(Unfair Competition)**

- 21 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
22 sums to Plaintiffs and Class Members for the Defendants' past failure to pay overtime and regular
23 wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for
24 meal and rest periods that were not provided to Plaintiffs and Class Members over the last four (4)
25 years in an amount according to proof;
- 26 2. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to
27 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;
- 28

1 3. For pre-judgment interest on any unpaid overtime wages due from the day that such
2 amounts were due;

3 4. For costs of suit incurred herein that Plaintiffs and Class Members are entitled to
4 recover under the Labor Code; and

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

6 **On the Eighth Cause of Action**

7 **(Failure to Reimburse Necessary Business Expenses)**

8 1. For unreimbursed sums;

9 2. For reasonable attorneys' fees and costs pursuant to statute;

10 3. For interest; and

11 4. For such other and further relief as the Court deems proper.

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
15 matter.

16 Respectfully submitted,

17
18 **JAMES HAWKINS APLC**

19 Dated: November 12, 2024

20 

James R. Hawkins, Esq.

Christina M. Lucio, Esq.

21 *Attorneys for Plaintiffs*

22 FELICIA HOUSE and EMEKA NDIGWE,

23 on behalf of themselves and all others similarly situated
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