

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

J & P ASSET MANAGEMENT INC., an Ohio Corporation; J&P HOSPITALITY MANAGEMENT, LLC, an Ohio Limited Liability Company; (Additional Parties Attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

DENISE FLORES, an individual, on behalf of herself, and on behalf of all persons similarly situated,

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

5/14/2024

By: Paola Iniguez Solorio, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino Superior Court

San Bernardino Justice Center - 247 West 3rd Street, San Bernardino, CA 92415

CASE NUMBER:
(Número del Caso):

CIVSB2407059

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 5/14/2024
(Fecha)

Clerk, by /s/ Paola Iniguez Solorio, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE:

Denise Flores v. J & P Asset Management Inc., et al.

CASE NUMBER:

CIVSB2407059

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

J&P APARTMENT MANAGEMENT, LLC, an Ohio Limited Liability Company; SANDPIPER PROPERTY MANAGEMENT, LLC, a Virginia Limited Liability Company; SANDPIPER HOSPITALITY III, LLC, a Virginia Limited Liability Company; SANDPIPER HOSPITALITY IV LLC, a Virginia Limited Liability Company; SANDPIPER HOSPITALITY V LLC, a Virginia Limited Liability Company; SANDPIPER HOSPITALITY VI, LLC, a Virginia Limited Liability Company; and DOES 1-50, Inclusive,

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

DENISE FLORES, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

J & P ASSET MANAGEMENT INC., an Ohio
Corporation; J&P HOSPITALITY
MANAGEMENT, LLC, an Ohio Limited
Liability Company; J&P APARTMENT
MANAGEMENT, LLC, an Ohio Limited
Liability Company; SANDPIPER PROPERTY
MANAGEMENT, LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY III, LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY IV LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY V LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY VI, LLC, a Virginia Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 01 2024

BY: *Maya Schuebel*
Maya Schuebel, Deputy

Case No: CIVSB2407059

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;

- 1 6) FAILURE TO PROVIDE ACCURATE
2 ITEMIZED STATEMENTS IN
3 VIOLATION OF CAL. LAB. CODE § 226;
4 7) FAILURE TO PROVIDE WAGES WHEN
5 DUE IN VIOLATION OF CAL. LAB.
6 CODE §§ 201, 202 AND 203;
7 8) FAILURE TO REIMBURSE EMPLOYEES
8 FOR REQUIRED EXPENSES IN
9 VIOLATION OF CAL. LAB. CODE § 2802;
10 9) FAILURE TO PAY VACATION WAGES
11 DUE IN VIOLATION OF CAL. LAB.
12 CODE 227.3.
13 10) VIOLATION OF THE PRIVATE
14 ATTORNEYS GENERAL ACT [LABOR
15 CODE §§ 2698 ET SEQ.

16 **DEMAND FOR A JURY TRIAL**

17 PLAINTIFF DENISE FLORES (“PLAINTIFF”), an individual, on behalf of herself and all
18 other similarly situated current and former employees, alleges on information and belief, except for
19 her own acts and knowledge which are based on personal knowledge, the following:

20 **PRELIMINARY ALLEGATIONS**

21 1. Defendant J & P ASSET MANAGEMENT, INC. (“Defendant J&P Asset”) is an
22 Ohio Corporation that at all relevant times mentioned herein conducted and continues to conduct
23 substantial and regular business throughout California.

24 2. Defendant J&P HOSPITALITY MANAGEMENT, LLC (“Defendant J&P
25 Hospitality”) is an Ohio limited liability company that at all relevant times mentioned herein
26 conducted and continues to conduct substantial and regular business throughout California.

27 3. Defendant J&P APARTMENT MANAGEMENT, LLC (“Defendant J&P
28 Apartment”) is an Ohio limited liability company that at all relevant times mentioned herein
conducted and continues to conduct substantial and regular business throughout California.

4. Defendant SANDPIPER PROPERTY MANAGEMENT, LLC (“Defendant
Sandpiper Property Management”) is a Virginia Limited Liability Company that at all relevant
times mentioned herein conducted and continues to conduct substantial and regular business
throughout California.

1 5. Defendant SANDPIPER HOSPITALITY III, LLC (“Defendant Sandpiper III”) is
2 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
3 continues to conduct substantial and regular business throughout California.

4 6. Defendant SANDPIPER HOSPITALITY IV, LLC (“Defendant Sandpiper IV”) is
5 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
6 continues to conduct substantial and regular business throughout California.

7 7. Defendant SANDPIPER HOSPITALITY V, LLC (“Defendant Sandpiper V”) is a
8 Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
9 continues to conduct substantial and regular business throughout California.

10 8. Defendant SANDPIPER HOSPITALITY VI, LLC (“Defendant Sandpiper VI”) is
11 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
12 continues to conduct substantial and regular business throughout California.

13 9. Defendant J&P Asset, Defendant J&P Hospitality, Defendant J&P Apartment,
14 Defendant Sandpiper Property Management, Defendant Sandpiper III, Defendant Sandpiper IV,
15 Defendant Sandpiper V, and Defendant Sandpiper VI were the joint employers of PLAINTIFF as
16 evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed
17 work for respectively and are therefore jointly responsible as employers for the conduct alleged
18 herein as “DEFENDANTS” and/or “DEFENDANT.”

19 10. DEFENDANTS own, operate, and/or manage various hotel locations throughout
20 California, including in the county of San Bernardino, where PLAINTIFF worked.

21 11. PLAINTIFF was employed by DEFENDANTS in California from June of 2020 to
22 March of 2023 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
23 required meal and rest periods and payment of minimum and overtime wages due for all time
24 worked.

25 12. PLAINTIFF brings this Class Action on behalf of herself and a California class,
26 defined as all persons who are or previously were employed by Defendant J&P Asset and/or
27 Defendant J&P Hospitality and/or Defendant J&P Apartment and/or Defendant Sandpiper
28 Property Management and/or Defendant Sandpiper III and/or Defendant Sandpiper IV and/or

1 Defendant Sandpiper V and/or Defendant Sandpiper VI in California and classified as non-exempt
2 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years
3 prior to the filing of this Complaint and ending on the date as determined by the Court (the
4 “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA
5 CLASS Members is under five million dollars (\$5,000,000.00).

6 13. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
7 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
8 the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to
9 lawfully compensate these employees. DEFENDANTS’ uniform policy and practice alleged
10 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained
11 and continue to retain wages due PLAINTIFF and the other members of the CALIFORNIA
12 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
13 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
14 the other members of the CALIFORNIA CLASS who have been economically injured by
15 DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and equitable
16 relief.

17 14. The true names and capacities, whether individual, corporate, subsidiary,
18 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
19 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
20 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
21 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
22 ascertained. PLAINTIFFS is informed and believes, and based upon that information and belief
23 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
24 inclusive, are responsible in some manner for one or more of the events and happenings that
25 proximately caused the injuries and damages hereinafter alleged.

26 15. The agents, servants and/or employees of the Defendants and each of them acting
27 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
28 agent, servant and/or employee of the Defendants, and personally participated in the conduct

1 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
2 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
3 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
4 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
5 Defendants' agents, servants and/or employees.

6 16. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of the
7 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
8 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
9 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
10 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
11 at all relevant times.

12 17. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
13 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
14 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
15 employee a wage less than the minimum fixed by California state law, and as such, are subject to
16 civil penalties for each underpaid employee.

17 18. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
18 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
19 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

20 19. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
21 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
22 other members of the CALIFORNIA CLASS who has been economically injured by
23 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
24 relief.

25 **JURISDICTION AND VENUE**

26 20. This Court has jurisdiction over this Action pursuant to California Code of Civil
27 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
28

1 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
2 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

3 21. Venue is proper in this Court pursuant to California Code of Civil Procedure,
4 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
5 the CALIFORNIA CLASS across California, including in this County, and committed the
6 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

7 **THE CONDUCT**

8 22. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
10 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
11 failed to provide legally compliant meal and rest periods, failed to accurately compensate
12 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
13 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
14 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
15 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
16 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest
17 premiums at the regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS
18 Members redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other
19 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and
20 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
21 among other things, all applicable hourly rates in effect during the pay periods and the
22 corresponding amount of time worked at each hourly rate and/or failing to adhere to Labor Code
23 Section 226(a)(1)-(9). DEFENDANTS’ uniform policies and practices are intended to
24 purposefully avoid the accurate and full payment for all time worked as required by California
25 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
26 competitors who comply with the law. To the extent equitable tolling operates to toll claims by
27 the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
28 accordingly.

1 **A. Meal Period Violations**

2 23. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
3 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
4 meaning the time during which an employee is subject to the control of an employer, including
5 all the time the employee is suffered or permitted to work. From time to time during the CLASS
6 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
7 without paying them for all the time they were under DEFENDANTS' control. Specifically,
8 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
9 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
10 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
11 Members forfeited minimum wage and overtime compensation by regularly working without their
12 time being accurately recorded and without compensation at the applicable minimum wage and
13 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
14 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
15 records.

16 24. From time to time during the CLASS PERIOD, as a result of their rigorous work
17 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
18 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
19 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
20 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
21 more than five (5) hours during some shifts without receiving a meal break. Further,
22 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
23 second off-duty meal period for some workdays in which these employees are required by
24 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
25 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
26 narrowly construed "on-duty" meal period exception. When they were provided with meal
27 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
28 required to remain on premises, on duty and on call. Further, DEFENDANTS from time to time

1 required PLAINTIFF and other CALIFORNIA CLASS Members to maintain cordless
2 communication devices in order to receive and respond to work-related communications during
3 what was supposed to be their off-duty meal breaks. DEFENDANTS' failure to provide
4 PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is
5 evidenced by DEFENDANTS' business records. As a result of their rigorous work schedules and
6 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA
7 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
8 DEFENDANTS' strict corporate policy and practice.

9 **B. Rest Period Violations**

10 25. From time to time during the CLASS PERIOD, PLAINTIFF and other
11 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
12 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
13 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
14 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
15 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
16 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
17 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
18 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
19 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
20 Further, DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA
21 CLASS Members to maintain cordless communication devices in order to receive and respond to
22 work-related communications during what was supposed to be their off-duty rest breaks.
23 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
24 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
25 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
26 time denied their proper rest periods by DEFENDANT and DEFENDANTS' managers.

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28 ///

1 **C. Unreimbursed Business Expenses**

2 26. DEFENDANTS as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
4 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
5 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
6 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
7 are required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
11 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
12 believed them to be unlawful."

13 27. In the course of their employment, DEFENDANTS required PLAINTIFF and
14 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
15 cell phones and for the cleaning and maintenance of work uniforms as a result of and in
16 furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
17 Members were required to use their personal cell phones and to maintain their work uniforms in
18 order to perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
19 PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal cell phones
20 and for the cleaning and maintenance of work uniforms. As a result, in the course of their
21 employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members
22 incurred unreimbursed business expenses that included, but were not limited to, costs related to
23 the use of their personal cell phones and for the cleaning and maintenance of work uniforms, all
24 on behalf of and for the benefit of DEFENDANT.

25 **D. Wage Statement Violations**

26 28. California Labor Code Section 226 required an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 29. From time to time during the CLASS PERIOD, when PLAINTIFF and other
7 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
8 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
9 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
10 accurate wage statements which failed to show the complete requirements under California Labor
11 Code sections 226(a)(1)-(9), including but not limited to, all deductions, the total hours worked
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of
13 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
14 periods.

15 30. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
16 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
17 Cal. Lab. Code § 226(a)(1)-(9).

18 31. As a result, DEFENDANTS issued PLAINTIFF and other members of the
19 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
20 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
21 payroll error due to clerical or inadvertent mistake.

22 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

23 32. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
24 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
25 for all hours worked.

26 33. During the CLASS PERIOD, from time-to-time DEFENDANTS required
27 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
28

1 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to
2 work while off-the-clock.

3 34. DEFENDANTS directed and directly benefited from the undercompensated off-
4 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

5 35. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
6 assignments, and employment conditions of PLAINTIFF and the other members of the
7 CALIFORNIA CLASS.

8 36. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
10 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
11 wages earned and owed for all the work they performed.

12 37. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
13 exempt employees, subject to the requirements of the California Labor Code.

14 38. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
15 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
16 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
18 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
19 pay.

20 39. DEFENDANTS knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

22 40. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
23 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
24 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
25 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
26 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
27 records.

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1 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
2 **and Redeemed Sick Pay**

3 41. From time to time during the CLASS PERIOD, DEFENDANTS failed and
4 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
5 Members for their overtime and double time hours worked, meal and rest period premiums, and
6 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
7 forfeited wages due to them for working overtime without compensation at the correct overtime
8 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
9 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS Members at
10 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
11 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

12 42. State law provides that employees must be paid overtime at one-and-one-half times
13 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were
14 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
15 employee’s performance.

16 43. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
17 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
18 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
19 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
20 paid on an hourly basis with bonus compensation when the employees met the various
21 performance goals set by DEFENDANTS.

22 44. However, from time to time, when calculating the regular rate of pay in those pay
23 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
24 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
25 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
26 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
27 rather than just all non-overtime hours worked. Management and supervisors described the
28 incentive/bonus program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
2 CLASS Members must be included in the “regular rate of pay.” The failure to do so has resulted
3 in a systematic underpayment of overtime and double time compensation, meal and rest period
4 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
5 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
6 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
7 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
8 not the employee actually works overtime in that workweek. DEFENDANTS’ conduct, as
9 articulated herein, by failing to include the incentive compensation as part of the “regular rate of
10 pay” for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
11 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

12 45. In violation of the applicable sections of the California Labor Code and the
13 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
14 matter of company policy, practice, and procedure, intentionally and knowingly failed to
15 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
16 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
17 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
18 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
19 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
20 CLASS PERIOD should be adjusted accordingly.

21 **G. Unlawful Deductions**

22 46. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
23 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
24 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
25 DEFENDANTS violated Labor Code § 221.

26 **H. Timekeeping Manipulation**

27 47. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
28 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of

1 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
2 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
3 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
4 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
5 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
6 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
7 missed rest breaks.

8 48. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
9 time-to-time, forfeited time worked by working without their time being accurately recorded and
10 without compensation at the applicable pay rates.

11 49. The mutability of the timekeeping system also allowed DEFENDANTS to alter
12 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
13 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
14 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
15 were not at all times provided an off-duty meal break. This practice is a direct result of
16 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
17 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

18 50. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and
20 benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy
21 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for
22 all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
23 records.

24 **I. Unlawful Rounding Practices**

25 51. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
26 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
27 CALIFORNIA CLASS Members for the actual time these employees worked each day,
28 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding

1 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
2 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
3 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
4 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
5 these employees for all their time worked, including the applicable overtime compensation for
6 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
7 time to time, forfeited compensation for their time worked by working without their time being
8 accurately recorded and without compensation at the applicable overtime rates.

9 52. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
10 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
11 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
12 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
13 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
14 off-duty meal break.

15 **J. Violations for Untimely Payment of Wages**

16 53. Pursuant to California Labor Code section 204, PLAINTIFF and the
17 CALIFORNIA CLASS members were entitled to timely payment of wages during their
18 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
19 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
20 meal period premium wages, and rest period premium wages within permissible time period.

21 54. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the
22 wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant
23 to Cal. Lab. Code § 202, if an employee quits his or her employment, "his or her wages shall
24 become due and payable not later than 72 hours thereafter, unless the employee has given 72
25 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
26 or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS Members
27 were, from time to time, not timely provided the wages earned and unpaid at the time of their
28 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

1 55. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
2 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
3 employment ended during the CLASS PERIOD.

4 **K. Reporting Time Violations**

5 56. Further, DEFENDANTS from time to time required PLAINTIFF and other
6 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
7 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code
8 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday
9 an employee is required to report for work and does report, but is not put to work or is furnished
10 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
11 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
12 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."
13 In addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS
14 Members to engage in additional work, this sometimes resulted in a second reporting for work in
15 a single workday. In such a circumstance of a second reporting for work in a single workday,
16 DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs.,
17 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second
18 time in any one workday and is furnished less than two (2) hours of work on the second reporting,
19 said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall
20 be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

21 **L. Sick Pay Violations**

22 57. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
23 July 1, 2015, works in California for the same employer for 30 or more days within a year from
24 the commencement of employment is entitled to paid sick days as specified in this section."
25 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
26 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
27 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

28 58. California Labor Code Section 246(i) requires an employer to furnish its

1 employees with written wage statements setting forth the amount of paid sick leave available.
2 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
3 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount
4 of paid sick leave available.

5 **M. Failure to Provide Personnel Files**

6 59. During her employment, PLAINTIFF caused a request to be delivered to
7 DEFENDANTS for PLAINTIFF'S personnel and employment records, including but not limited
8 to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFF'S
9 complete employment file.

10 60. DEFENDANTS failed to provide and/or make available to PLAINTIFF her
11 personnel records, payroll records, employment contract, and entire employment file within thirty
12 (30) days of her request stated above. As of the date of filing of this complaint, DEFENDANTS
13 have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750. DEFENDANTS
14 violated Cal. Lab. Code Section 1198.5 by failing to respond and provide PLAINTIFF with his
15 employment file. Section 1198.5 states that employees (and former employees) have the right to
16 inspect personnel records maintained by the employer "related to the employee's performance or
17 to any grievance concerning the employee." Employers must allow inspection or copying within
18 thirty (30) days of the request. PLAINTIFF is now entitled to and requests injunctive relief to
19 obtain compliance with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of
20 attorneys' fees and costs for bringing this action.

21 61. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
22 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
23 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
24 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
25 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
26 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
27 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
28 DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was

1 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
2 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
3 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
4 comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF
5 for required business expenses related to the personal expenses incurred for the use of their
6 personal cell phone and for the cleaning and maintenance of their work uniforms, on behalf of
7 and in furtherance of her employment with DEFENDANTS. Further, DEFENDANTS failed to
8 provide PLAINTIFF with her personnel file within thirty (30) days of her request, in violation of
9 Cal. Lab. Code § 1198.5. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
10 overtime and double time compensation still owed to her or any penalty wages owed to her under
11 Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed
12 the sum or value of \$75,000.

13 **CLASS ACTION ALLEGATIONS**

14 62. PLAINTIFF brings this Class Action on behalf of herself and a California class
15 defined as all persons who are or previously were employed by Defendant J&P Asset and/or
16 Defendant J&P Hospitality and/or Defendant J&P Apartment and/or Defendant Sandpiper
17 Property Management and/or Defendant Sandpiper III and/or Defendant Sandpiper IV and/or
18 Defendant Sandpiper V and/or Defendant Sandpiper VI in California and classified as non-
19 exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
20 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
21 (the "CLASS PERIOD").

22 63. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
23 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
24 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
25 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
26 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
27 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

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1 64. The members of the class are so numerous that joinder of all class members is
2 impractical.

3 65. Common questions of law and fact regarding DEFENDANTS' conduct, including
4 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
5 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
6 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
7 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
8 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
9 wage and overtime, exist as to all members of the class and predominate over any questions
10 affecting solely any individual members of the class. Among the questions of law and fact
11 common to the class are:

- 12 a. Whether DEFENDANT maintained legally compliant meal period policies and
13 practices;
- 14 b. Whether DEFENDANT maintained legally compliant rest period policies and
15 practices;
- 16 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
17 Members accurate premium payments for missed meal and rest periods;
- 18 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 Members accurate overtime wages;
- 20 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members at least minimum wage for all hours worked;
- 22 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
23 CLASS Members for required business expenses;
- 24 g. Whether DEFENDANT issued legally compliant wage statements;
- 25 h. Whether DEFENDANT committed an act of unfair competition by systematically
26 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
27 CLASS for all time worked;

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- 1 i. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record all meal and rest breaks missed by PLAINTIFF and other
3 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
4 of this work, required employees to perform this work and permits or suffers to
5 permit this work;
- 6 j. Whether DEFENDANT committed an act of unfair competition in violation of the
7 UCL, by failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

9 66. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
10 a result of DEFENDANTS' conduct and actions alleged herein.

11 67. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
12 PLAINTIFF has the same interests as the other members of the class.

13 68. PLAINTIFF will fairly and adequately represent and protect the interests of the
14 CALIFORNIA CLASS Members.

15 69. PLAINTIFF retained able class counsel with extensive experience in class action
16 litigation.

17 70. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
18 interest of the other CALIFORNIA CLASS Members.

19 71. There is a strong community of interest among PLAINTIFF and the members of
20 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
21 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
22 sustained.

23 72. The questions of law and fact common to the CALIFORNIA CLASS Members
24 predominate over any questions affecting only individual members, including legal and factual
25 issues relating to liability and damages.

26 73. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because joinder of all class members is impractical. Moreover,
28 since the damages suffered by individual members of the class may be relatively small, the

1 expense and burden of individual litigation makes it practically impossible for the members of
2 the class individually to redress the wrongs done to them. Without class certification and
3 determination of declaratory, injunctive, statutory, and other legal questions within the class
4 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
5 create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would as a practical matter be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impeded their
12 ability to protect their interests.

13 74. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
15 the conduct of DEFENDANT.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

18 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

20 75. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 76. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
24 Code § 17021.

25 77. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
26 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
27 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
28 as follows:

1 Any person who engages, has engaged, or proposes to engage in unfair competition may
2 be enjoined in any court of competent jurisdiction. The court may make such orders or
3 judgments, including the appointment of a receiver, as may be necessary to prevent the
4 use or employment by any person of any practice which constitutes unfair competition, as
5 defined in this chapter, or as may be necessary to restore to any person in interest any
6 money or property, real or personal, which may have been acquired by means of such
7 unfair competition. (Cal. Bus. & Prof. Code § 17203).

8 78. By the conduct alleged herein, DEFENDANTS have engaged and continue to
9 engage in a business practice which violates California law, including but not limited to, the
10 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
11 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
12 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
13 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
14 constitute unfair competition, including restitution of wages wrongfully withheld.

15 79. By the conduct alleged herein, DEFENDANTS' practices were unlawful and
16 unfair in that these practices violated public policy, were immoral, unethical, oppressive
17 unscrupulous or substantially injurious to employees, and were without valid justification or
18 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
19 of the California Business & Professions Code, including restitution of wages wrongfully
20 withheld.

21 80. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
22 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
23 mandated meal and rest periods and the required amount of compensation for missed meal and
24 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
25 necessary business expenses incurred, due to a systematic business practice that cannot be
26 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
27 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
28 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
restitution of wages wrongfully withheld.

81. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the

1 other members of the CALIFORNIA CLASS to be underpaid during their employment with
2 DEFENDANTS.

3 82. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
4 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
5 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
6 required by Cal. Lab. Code §§ 226.7 and 512.

7 83. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
8 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
9 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
10 each workday in which a second off-duty meal period was not timely provided for each ten (10)
11 hours of work.

12 84. PLAINTIFF further demands on behalf of herself and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
14 not timely provided as required by law.

15 85. By and through the unlawful and unfair business practices described herein,
16 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
17 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
18 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
19 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
20 to unfairly compete against competitors who comply with the law.

21 86. All the acts described herein as violations of, among other things, the Industrial
22 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
23 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
24 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
25 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

26 87. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
2 business practices, including earned but unpaid wages for all time worked.

3 88. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
4 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
5 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
6 engaging in any unlawful and unfair business practices in the future.

7 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
8 and/or adequate remedy at law that will end the unlawful and unfair business practices of
9 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
10 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
11 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
12 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
13 unlawful and unfair business practices.

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

16 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

17 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

18 89. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 90. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
22 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
23 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
24 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

25 91. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
26 policy, an employer must timely pay its employees for all hours worked.

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1 92. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than
3 the minimum so fixed is unlawful.

4 93. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
5 including minimum wage compensation and interest thereon, together with the costs of suit.

6 94. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
7 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
8 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
9 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS.

11 95. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
12 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
13 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
14 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

15 96. In committing these violations of the California Labor Code, DEFENDANTS
16 inaccurately calculated the correct time worked and consequently underpaid the actual time
17 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
18 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
19 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
20 laws and regulations.

21 97. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
22 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
23 minimum wage compensation for their time worked for DEFENDANTS.

24 98. During the CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
26 failure to pay all earned wages.

27 99. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
28 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true

1 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
2 suffered and will continue to suffer an economic injury in amounts which are presently unknown
3 to them, and which will be ascertained according to proof at trial.

4 100. DEFENDANTS knew or should have known that PLAINTIFF and the other
5 members of the CALIFORNIA CLASS were under-compensated for their time worked.
6 DEFENDANTS systematically elected, either through intentional malfeasance or gross
7 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
8 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
9 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
10 for their time worked.

11 101. In performing the acts and practices herein alleged in violation of California labor
12 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
13 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
14 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
15 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
16 consequences to them, and with the despicable intent of depriving them of their property and legal
17 rights, and otherwise causing them injury in order to increase company profits at the expense of
18 these employees.

19 102. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
20 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
21 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
22 California Labor Code and/or other applicable statutes. To the extent minimum wage
23 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
24 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
25 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
26 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
27 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
28

1 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
2 recover statutory costs.

3 **THIRD CAUSE OF ACTION**

4 **Failure To Pay Overtime Compensation**

5 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

7 103. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 104. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
13 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
14 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

15 105. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
16 policy, an employer must timely pay its employees for all hours worked.

17 106. Cal. Lab. Code § 510 provides that employees in California shall not be employed
18 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
19 they receive additional compensation beyond their regular wages in amounts specified by law.

20 107. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
21 including minimum and overtime compensation and interest thereon, together with the costs of
22 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
23 than those fixed by the Industrial Welfare Commission is unlawful.

24 108. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
25 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
26 they worked, including overtime work.

27 109. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of

1 implementing a uniform policy and practice that failed to accurately record overtime worked by
2 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
4 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
5 (12) hours in a workday, and/or forty (40) hours in any workweek.

6 110. In committing these violations of the California Labor Code, DEFENDANTS
7 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
8 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
9 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
10 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
11 regulations.

12 111. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
13 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
14 overtime compensation for their time worked for DEFENDANTS.

15 112. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
16 from the overtime requirements of the law. None of these exemptions are applicable to
17 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
18 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
19 agreement that would preclude the causes of action contained herein this Complaint. Rather,
20 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on
21 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
22 California.

23 113. During the CLASS PERIOD, PLAINTIFF and the other members of the
24 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
25 a failure to pay all earned wages.

26 114. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
27 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
28 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even

1 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
2 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
3 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
4 witnessed by employees.

5 115. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
6 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
7 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
8 CLASS have suffered and will continue to suffer an economic injury in amounts which are
9 presently unknown to them, and which will be ascertained according to proof at trial.

10 116. DEFENDANTS knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA CLASS were undercompensated for their time worked.
12 DEFENDANTS systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
14 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
15 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
16 their overtime worked.

17 117. In performing the acts and practices herein alleged in violation of California labor
18 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
19 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
20 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
21 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
22 consequences to them, and with the despicable intent of depriving them of their property and legal
23 rights, and otherwise causing them injury in order to increase company profits at the expense of
24 these employees.

25 118. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
26 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
27 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
28 California Labor Code and/or other applicable statutes. To the extent overtime compensation is

1 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
2 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
3 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
5 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
6 entitled to seek and recover statutory costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

11 119. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 120. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
15 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
16 required by the applicable Wage Order and Labor Code. The nature of the work performed by
17 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
18 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
19 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
20 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
21 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
22 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business
23 records. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS
24 Members with a second off-duty meal period in some workdays in which these employees were
25 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
26 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
27 and in accordance with DEFENDANTS' strict corporate policy and practice.

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121. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

122. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

123. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

124. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to

1 provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid
2 rest periods is evidenced by DEFENDANTS' business records.

3 125. DEFENDANTS further violated California Labor Code §§ 226.7 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
5 Members who were not provided a rest period, in accordance with the applicable Wage Order,
6 one additional hour of compensation at each employee's regular rate of pay for each workday that
7 rest period was not provided.

8 126. As a proximate result of the aforementioned violations, PLAINTIFF and
9 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
10 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Provide Accurate Itemized Statements**

13 **(Cal. Lab. Code § 226)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

15 127. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 128. Cal. Labor Code § 226 provides that an employer must furnish employees with an
19 "accurate itemized" statement in writing showing:

- 20 a. Gross wages earned,
- 21 b. (2) total hours worked by the employee, except for any employee whose
22 compensation is solely based on a salary and who is exempt from payment of
23 overtime under subdivision (a) of Section 515 or any applicable order of the
24 Industrial Welfare Commission,
- 25 c. the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis,
- 27 d. all deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item,

- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

129. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show the complete requirements under California Labor Code sections 226(a)(1)-(9), including but not limited to all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

130. Further, from time to time, DEFENDANTS issued wage statements that included items such as vacation pay, meal break penalties, sick pay and double-counted shift differential payments into the calculation for total hours worked, in violation of Cal. Lab. Code § 226(a)(2).

131. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

132. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct

1 wages for all missed meal and rest breaks and the amount of employment taxes which were not
2 properly paid to state and federal tax authorities. These damages are difficult to estimate.
3 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
4 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
5 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
6 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
7 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
8 of the CALIFORNIA CLASS herein).

9 **SEVENTH CAUSE OF ACTION**

10 **Failure To Pay Wages When Due**

11 **(Cal. Lab. Code § 203)**

12 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

13 133. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
14 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
15 Complaint.

16 134. Cal. Lab. Code § 200 provides that:

17 As used in this article:

- 18 (d) "Wages" includes all amounts for labor performed by employees of every
19 description, whether the amount is fixed or ascertained by the standard of time,
20 task, piece, Commission basis, or other method of calculation.
21 (e) "Labor" includes labor, work, or service whether rendered or performed under
22 contract, subcontract, partnership, station plan, or other agreement if the to be
23 paid for is performed personally by the person demanding payment.

24 135. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
25 an employee, the wages earned and unpaid at the time of discharge are due and payable
26 immediately."

27 136. Cal. Lab. Code § 202 provides, in relevant part, that:

28 If an employee not having a written contract for a definite period quits his or her
employment, his or her wages shall become due and payable not later than 72 hours
thereafter, unless the employee has given 72 hours previous notice of his or her intention
to quit, in which case the employee is entitled to his or her wages at the time of quitting.
Notwithstanding any other provision of law, an employee who quits without providing a
72-hour notice shall be entitled to receive payment by mail if he or she so requests and

1 designates a mailing address. The date of the mailing shall constitute the date of payment
2 for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

3 137. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
4 Members' employment contract.

5 138. Cal. Lab. Code § 203 provides:
6 If an employer willfully fails to pay, without abatement or reduction, in accordance with
7 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
8 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

9 139. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
10 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
11 missed meal and rest breaks, as required by law.

12 140. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
13 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
14 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
15 employees who terminated employment during the CLASS PERIOD and demand an accounting
16 and payment of all wages due, plus interest and statutory costs as allowed by law.

17 **EIGHTH CAUSE OF ACTION**

18 **Failure To Reimburse Employees for Required Expenses**

19 **(Cal. Lab. Code §§ 2802)**

20 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

21 141. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 142. Cal. Lab. Code § 2802 provides, in relevant part, that:
25 An employer shall indemnify his or her employee for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her
27 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

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1 143. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
2 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
3 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
4 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
5 members for expenses which included, but were not limited to, the use of their personal cell
6 phones and for the cleaning and maintenance of work uniforms, all on behalf of and for the
7 benefit of DEFENDANTS. Specifically, PLAINTIFF and other CALIFORNIA CLASS
8 Members were required by DEFENDANTS to use their personal cell phones and to clean and
9 maintain their work uniforms to execute their essential job duties on behalf of DEFENDANTS.
10 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
11 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
12 phones and for the cleaning and maintenance of work uniforms within the course and scope of
13 their employment for DEFENDANTS. These expenses were necessary to complete their
14 principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any
15 waiver of this expectation. Although these expenses were necessary expenses incurred by
16 PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and
17 reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an
18 employer is required to do under the laws and regulations of California.

19 144. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
20 by her and the CALIFORNIA CLASS members in the discharge of their job duties for
21 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
22 statutory rate and costs under Cal. Lab. Code § 2802.

23 **NINTH CAUSE OF ACTION**

24 **For Failure to Pay Vacation Wages**

25 **(By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

26 145. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
27 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
28 Complaint.

1 146. At all relevant times, California Labor Code §227.3 provides for the following:
2 Unless otherwise provided by a collective-bargaining agreement, whenever a
3 contract of employment or employer policy provides for paid vacations, and an
4 employee is terminated without having taken off his vested vacation time, all vested
5 vacation shall be paid to him as wages at his final rate in accordance with such
6 contract of employment or employer policy respecting eligibility or time served;
provided, however, that an employment contract or employer policy shall not
provide for forfeiture of vested vacation time upon termination. The Labor
Commissioner or a designated representative, in the resolution of any dispute with
regard to vested vacation time, shall apply the principles of equity and fairness.

7 147. At all times relevant, including at times throughout the four-year period preceding
8 the filing of the original complaint, PLAINTIFF, and upon information and belief, and
9 CALIFORNIA CLASS Members were subject to an employer policy and/or contract of
10 employment that provided for paid vacations not otherwise provided by a collective-bargaining
11 agreement. Upon PLAINTIFF's and CALIFORNIA CLASS Members' separation of
12 employment, they had not used all of their vested vacation and thus their unused, vested vacation
13 was required to have been paid at their final rate upon separation of employment. As a result of
14 the failure to pay out the vested but unused vacation pay, DEFENDANTS violated Labor Code
15 §227.3. Further, DEFENDANTS from time to time subjected PLAINTIFF and CALIFORNIA
16 CLASS Members to forfeit their vested, but unused vacation time, in further violation of Cal.
17 Lab. Code § 227.3.

18 148. PLAINTIFF seeks, on her behalf and on behalf of the CALIFORNIA CLASS, all
19 damages and remedies available under California Labor Code §227.3, including payment of the
20 vacation wages at the final rate.

21 **TENTH CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

23 **(Cal. Lab. Code §§2698 et seq.)**

24 **(Alleged by PLAINTIFF against all Defendants)**

25 149. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
26 herein, the prior paragraphs of this Complaint.

27 150. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who does so as the proxy or agent of

1 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
2 fundamentally a law enforcement action designed to protect the public and not to benefit private
3 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
4 of “deputizing” citizens as private attorneys general to enforce the Labor Code. In enacting
5 PAGA, the California Legislature specified that “it was ... in the public interest to allow
6 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
7 Code violations ...” (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to
8 arbitration.

9 151. PLAINTIFF, and such persons that may be added from time to time who satisfy the
10 requirements and exhaust the administrative procedures under the Private Attorney General Act,
11 bring this individual PAGA and Representative Action on behalf of the State of California with
12 respect to herself and all individuals classified as all non-exempt employees who worked for
13 Defendant J&P Asset and/or Defendant J&P Hospitality and/or Defendant J&P Apartment and/or
14 Defendant Choice Hotels and/or Defendant Sandpiper Property Management and/or Defendant
15 Sandpiper III and/or Defendant Sandpiper IV and/or Defendant Sandpiper V and/or Defendant
16 Sandpiper VI in California during the time period of November 27, 2022, until the present (the
17 “AGGRIEVED EMPLOYEES”).

18 152. On November 27, 2023, PLAINTIFF gave written notice by certified mail to the
19 Labor and Workforce Development Agency (the “Agency”) and the employer of the specific
20 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
21 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
22 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
23 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
24 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
25 EMPLOYEES as herein defined.

26 153. The policies, acts and practices heretofore described were and are an unlawful
27 business act or practice because DEFENDANTS (a) failed to pay PLAINTIFF and AGGRIEVED
28 EMPLOYEES minimum wages and overtime wages, (b) failed to provide PLAINTIFF and

1 AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay PLAINTIFF
2 and AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay PLAINTIFF
3 and AGGRIEVED EMPLOYEES for all time worked, and (e) failed to timely pay wages, all in
4 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not
5 limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3,
6 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5,
7 1199, 2802, and 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to
8 statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
9 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
10 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
11 the other AGGRIEVED EMPLOYEES.

12 154. For all provisions of the Labor Code for which civil penalty is not specifically
13 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100)
14 for each AGGRIEVED EMPLOYEE, including PLAINTIFF, per pay period for the initial
15 violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE, including
16 PLAINTIFF, per pay period for each subsequent violation. PLAINTIFF and the AGGRIEVED
17 EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with
18 their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

19 155. To the extent that any of the conduct and violations alleged herein did not affect
20 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
21 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
22 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
23 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by at least one Labor
24 Code violation committed by an employer—to pursue penalties for all the Labor Code violations
25 committed by that employer."], Emphasis added, reh'g denied (June 13, 2018).).

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of Cal. Lab. Code § 226

- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the PLAINTIFF, the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

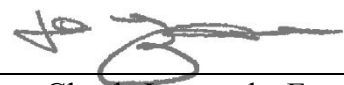
4. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or § 1194.

DATED: February 1, 2024

JCL LAW FIRM, APC

By: _____


Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFFS demands a jury trial on issues triable to a jury.

DATED: February 1, 2024

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

November 27, 2023

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

J & P ASSET MANAGEMENT INC.

c/o James A. Overman
6211 Thornton Dr.
Cleveland, OH 44129

***Via Certified U.S. Mail with Return Receipt No.
9589 0710 5270 1466 9055 85***

J&P HOSPITALITY MANAGEMENT, LLC

J&P APARTMENT MANAGEMENT, LLC

c/o James A. Overman
P.O. Box 29111
Cleveland, OH 44129

***Via Certified U.S. Mail with Return Receipt No.
9589 0710 5270 1466 9056 08***

CHOICE HOTELS INTERNATIONAL, INC.

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr. Ste. 150N
Sacramento, CA 95833

***Via Certified U.S. Mail with Return Receipt No.
9589 0710 5270 1466 9056 22***

**SANDPIPER PROPERTY MANAGEMENT,
LLC**

c/o C T Corporation System
330 N Brand Blvd., Ste 700
Glendale, CA 91203

***Via Certified U.S. Mail with Return Receipt No.
9589 0710 5270 1466 9055 92***

SANDPIPER HOSPITALITY III, LLC

SANDPIPER HOSPITALITY IV LLC

SANDPIPER HOSPITALITY V LLC

SANDPIPER HOSPITALITY VI, LLC

c/o Sandpiper RA, LLC
7200 Glen Forest Dr., Ste. 200
Richmond, VA 23226

***Via Certified U.S. Mail with Return Receipt No.
9589 0710 5270 1466 9056 15***

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff DENISE FLORES (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant J & P ASSET MANAGEMENT INC. (“Defendant J&P”), Defendant J&P HOSPITALITY MANAGEMENT, LLC (“Defendant J&P Hospitality”), Defendant J&P APARTMENT MANAGEMENT, LLC (“Defendant J&P Apartment”), Defendant CHOICE HOTELS INTERNATIONAL, INC. (“Defendant Choice Hotels”), Defendant SANDPIPER PROPERTY MANAGEMENT, LLC (“Defendant Sandpiper Property Management”), Defendant SANDPIPER HOSPITALITY III, LLC (“Defendant Sandpiper III”), Defendant SANDPIPER HOSPITALITY IV LLC (“Defendant Sandpiper IV”), Defendant SANDPIPER HOSPITALITY V LLC (“Defendant Sandpiper V”), and Defendant SANDPIPER HOSPITALITY VI, LLC (“Defendant Sandpiper VI”) (hereinafter collectively

referred to as “Defendants”). Plaintiff was employed by Defendants from June of 2020 to March of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant J&P Asset and/or Defendant J&P Hospitality and/or Defendant J&P Apartment and/or Defendant Choice Hotels and/or Defendant Sandpiper Property Management and/or Defendant Sandpiper III and/or Defendant Sandpiper IV and/or Defendant Sandpiper V and/or Defendant Sandpiper VI in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a stylized flourish extending to the right.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
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shani@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

DENISE FLORES, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

J & P ASSET MANAGEMENT INC., an Ohio
Corporation; J&P HOSPITALITY
MANAGEMENT, LLC, an Ohio Limited
Liability Company; J&P APARTMENT
MANAGEMENT, LLC, an Ohio Limited
Liability Company; CHOICE HOTELS
INTERNATIONAL, INC., a Delaware
Corporation; SANDPIPER PROPERTY
MANAGEMENT, LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY III, LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY IV LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY V LLC, a Virginia Limited
Liability Company; SANDPIPER
HOSPITALITY VI, LLC, a Virginia Limited
Liability Company; and DOES 1-50, Inclusive,

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;

Defendants.

- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) FAILURE TO PAY VACATION WAGES DUE IN VIOLATION OF CAL. LAB. CODE 227.3.

DEMAND FOR A JURY TRIAL

PLAINTIFF DENISE FLORES (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant J & P ASSET MANAGEMENT, INC. (“Defendant J&P Asset”) is an Ohio Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant J&P HOSPITALITY MANAGEMENT, LLC (“Defendant J&P Hospitality”) is an Ohio limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant J&P APARTMENT MANAGEMENT, LLC (“Defendant J&P Apartment”) is an Ohio limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant CHOICE HOTELS INTERNATIONAL, INC. (“Defendant Choice Hotels”) is a Delaware Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

5. Defendant SANDPIPER PROPERTY MANAGEMENT, LLC (“Defendant Sandpiper Property Management”) is a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

1 6. Defendant SANDPIPER HOSPITALITY III, LLC (“Defendant Sandpiper III”) is
2 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
3 continues to conduct substantial and regular business throughout California.

4 7. Defendant SANDPIPER HOSPITALITY IV, LLC (“Defendant Sandpiper IV”) is
5 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
6 continues to conduct substantial and regular business throughout California.

7 8. Defendant SANDPIPER HOSPITALITY V, LLC (“Defendant Sandpiper V”) is a
8 Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
9 continues to conduct substantial and regular business throughout California.

10 9. Defendant SANDPIPER HOSPITALITY VI, LLC (“Defendant Sandpiper VI”) is
11 a Virginia Limited Liability Company that at all relevant times mentioned herein conducted and
12 continues to conduct substantial and regular business throughout California.

13 10. Defendant J&P Asset, Defendant J&P Hospitality, Defendant J&P Apartment,
14 Defendant Choice Hotels, Defendant Sandpiper Property Management, Defendant Sandpiper III,
15 Defendant Sandpiper IV, Defendant Sandpiper V, and Defendant Sandpiper VI were the joint
16 employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the
17 company PLAINTIFF performed work for respectively and are therefore jointly responsible as
18 employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

19 11. DEFENDANTS own, operate, and/or manage various hotel locations throughout
20 California, including in the county of San Bernardino, where PLAINTIFF worked.

21 12. PLAINTIFF was employed by DEFENDANTS in California from June of 2020 to
22 March of 2023 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
23 required meal and rest periods and payment of minimum and overtime wages due for all time
24 worked.

25 13. PLAINTIFF brings this Class Action on behalf of herself and a California class,
26 defined as all persons who are or previously were employed by Defendant J&P Asset and/or
27 Defendant J&P Hospitality and/or Defendant J&P Apartment and/or Defendant Choice Hotels
28 and/or Defendant Sandpiper Property Management and/or Defendant Sandpiper III and/or

1 Defendant Sandpiper IV and/or Defendant Sandpiper V and/or Defendant Sandpiper VI in
2 California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time
3 during the period beginning four (4) years prior to the filing of this Complaint and ending on the
4 date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the
5 aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
6 (\$5,000,000.00).

7 14. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
8 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
9 the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to
10 lawfully compensate these employees. DEFENDANTS’ uniform policy and practice alleged
11 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained
12 and continue to retain wages due PLAINTIFF and the other members of the CALIFORNIA
13 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
14 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
15 the other members of the CALIFORNIA CLASS who have been economically injured by
16 DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and equitable
17 relief.

18 15. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
20 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
21 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
22 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
23 ascertained. PLAINTIFFS is informed and believes, and based upon that information and belief
24 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
25 inclusive, are responsible in some manner for one or more of the events and happenings that
26 proximately caused the injuries and damages hereinafter alleged.

27 16. The agents, servants and/or employees of the Defendants and each of them acting
28 on behalf of the Defendants acted within the course and scope of his, her or its authority as the

1 agent, servant and/or employee of the Defendants, and personally participated in the conduct
2 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
3 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
4 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
6 Defendants' agents, servants and/or employees.

7 17. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of the
8 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
9 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
10 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
11 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
12 at all relevant times.

13 18. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
14 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
15 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
16 employee a wage less than the minimum fixed by California state law, and as such, are subject to
17 civil penalties for each underpaid employee.

18 19. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
19 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
20 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

21 20. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
22 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
23 other members of the CALIFORNIA CLASS who has been economically injured by
24 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
25 relief.

26 **JURISDICTION AND VENUE**

27 21. This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This

1 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
2 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

3 22. Venue is proper in this Court pursuant to California Code of Civil Procedure,
4 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
5 the CALIFORNIA CLASS across California, including in this County, and committed the
6 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

7 **THE CONDUCT**

8 23. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
10 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
11 failed to provide legally compliant meal and rest periods, failed to accurately compensate
12 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
13 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
14 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
15 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
16 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest
17 premiums at the regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS
18 Members redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other
19 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and
20 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
21 among other things, all applicable hourly rates in effect during the pay periods and the
22 corresponding amount of time worked at each hourly rate and/or failing to adhere to Labor Code
23 Section 226(a)(1)-(9). DEFENDANTS’ uniform policies and practices are intended to
24 purposefully avoid the accurate and full payment for all time worked as required by California
25 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
26 competitors who comply with the law. To the extent equitable tolling operates to toll claims by
27 the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
28 accordingly.

1 **A. Meal Period Violations**

2 24. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
3 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
4 meaning the time during which an employee is subject to the control of an employer, including
5 all the time the employee is suffered or permitted to work. From time to time during the CLASS
6 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
7 without paying them for all the time they were under DEFENDANTS' control. Specifically,
8 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
9 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
10 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
11 Members forfeited minimum wage and overtime compensation by regularly working without their
12 time being accurately recorded and without compensation at the applicable minimum wage and
13 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
14 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
15 records.

16 25. From time to time during the CLASS PERIOD, as a result of their rigorous work
17 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
18 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
19 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
20 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
21 more than five (5) hours during some shifts without receiving a meal break. Further,
22 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
23 second off-duty meal period for some workdays in which these employees are required by
24 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
25 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
26 narrowly construed "on-duty" meal period exception. When they were provided with meal
27 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
28 required to remain on premises, on duty and on call. Further, DEFENDANTS from time to time

1 required PLAINTIFF and other CALIFORNIA CLASS Members to maintain cordless
2 communication devices in order to receive and respond to work-related communications during
3 what was supposed to be their off-duty meal breaks. DEFENDANTS' failure to provide
4 PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is
5 evidenced by DEFENDANTS' business records. As a result of their rigorous work schedules and
6 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA
7 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
8 DEFENDANTS' strict corporate policy and practice.

9 **B. Rest Period Violations**

10 26. From time to time during the CLASS PERIOD, PLAINTIFF and other
11 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
12 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
13 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
14 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
15 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
16 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
17 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
18 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
19 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
20 Further, DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA
21 CLASS Members to maintain cordless communication devices in order to receive and respond to
22 work-related communications during what was supposed to be their off-duty rest breaks.
23 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
24 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
25 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
26 time denied their proper rest periods by DEFENDANT and DEFENDANTS' managers.

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1 **C. Unreimbursed Business Expenses**

2 27. DEFENDANTS as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
4 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
5 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
6 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
7 are required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
11 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
12 believed them to be unlawful."

13 28. In the course of their employment, DEFENDANTS required PLAINTIFF and
14 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
15 cell phones and for the cleaning and maintenance of work uniforms as a result of and in
16 furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
17 Members were required to use their personal cell phones and to maintain their work uniforms in
18 order to perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
19 PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal cell phones
20 and for the cleaning and maintenance of work uniforms. As a result, in the course of their
21 employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members
22 incurred unreimbursed business expenses that included, but were not limited to, costs related to
23 the use of their personal cell phones and for the cleaning and maintenance of work uniforms, all
24 on behalf of and for the benefit of DEFENDANT.

25 **D. Wage Statement Violations**

26 29. California Labor Code Section 226 required an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 30. From time to time during the CLASS PERIOD, when PLAINTIFF and other
7 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
8 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
9 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
10 accurate wage statements which failed to show, among other things, all deductions, the total hours
11 worked and all applicable hourly rates in effect during the pay period and the corresponding
12 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
13 meal and rest periods.

14 31. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
15 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
16 Cal. Lab. Code § 226.

17 32. As a result, DEFENDANTS issued PLAINTIFF and other members of the
18 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
19 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
20 payroll error due to clerical or inadvertent mistake.

21 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 33. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
23 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
24 for all hours worked.

25 34. During the CLASS PERIOD, from time-to-time DEFENDANTS required
26 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
27 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to
28 work while off-the-clock.

1 35. DEFENDANTS directed and directly benefited from the undercompensated off-
2 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

3 36. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 37. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
8 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed.

10 38. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
11 exempt employees, subject to the requirements of the California Labor Code.

12 39. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
13 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
14 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
15 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
16 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
17 pay.

18 40. DEFENDANTS knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

20 41. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
21 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
22 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
23 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
24 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
25 records.

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1 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
2 **and Redeemed Sick Pay**

3 42. From time to time during the CLASS PERIOD, DEFENDANTS failed and
4 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
5 Members for their overtime and double time hours worked, meal and rest period premiums, and
6 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
7 forfeited wages due to them for working overtime without compensation at the correct overtime
8 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
9 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS Members at
10 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
11 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

12 43. State law provides that employees must be paid overtime at one-and-one-half times
13 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were
14 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
15 employee’s performance.

16 44. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
17 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
18 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
19 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
20 paid on an hourly basis with bonus compensation when the employees met the various
21 performance goals set by DEFENDANTS.

22 45. However, from time to time, when calculating the regular rate of pay in those pay
23 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
24 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
25 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
26 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
27 rather than just all non-overtime hours worked. Management and supervisors described the
28 incentive/bonus program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
2 CLASS Members must be included in the “regular rate of pay.” The failure to do so has resulted
3 in a systematic underpayment of overtime and double time compensation, meal and rest period
4 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
5 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
6 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
7 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
8 not the employee actually works overtime in that workweek. DEFENDANTS’ conduct, as
9 articulated herein, by failing to include the incentive compensation as part of the “regular rate of
10 pay” for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
11 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

12 46. In violation of the applicable sections of the California Labor Code and the
13 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
14 matter of company policy, practice, and procedure, intentionally and knowingly failed to
15 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
16 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
17 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
18 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
19 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
20 CLASS PERIOD should be adjusted accordingly.

21 **G. Unlawful Deductions**

22 47. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
23 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
24 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
25 DEFENDANTS violated Labor Code § 221.

26 **H. Timekeeping Manipulation**

27 48. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
28 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of

1 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
2 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
3 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
4 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
5 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
6 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
7 missed rest breaks.

8 49. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
9 time-to-time, forfeited time worked by working without their time being accurately recorded and
10 without compensation at the applicable pay rates.

11 50. The mutability of the timekeeping system also allowed DEFENDANTS to alter
12 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
13 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
14 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
15 were not at all times provided an off-duty meal break. This practice is a direct result of
16 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
17 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

18 51. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and
20 benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy
21 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for
22 all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
23 records.

24 **I. Unlawful Rounding Practices**

25 52. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
26 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
27 CALIFORNIA CLASS Members for the actual time these employees worked each day,
28 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding

1 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
2 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
3 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
4 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
5 these employees for all their time worked, including the applicable overtime compensation for
6 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
7 time to time, forfeited compensation for their time worked by working without their time being
8 accurately recorded and without compensation at the applicable overtime rates.

9 53. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
10 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
11 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
12 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
13 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
14 off-duty meal break.

15 **J. Violations for Untimely Payment of Wages**

16 54. Pursuant to California Labor Code section 204, PLAINTIFF and the
17 CALIFORNIA CLASS members were entitled to timely payment of wages during their
18 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
19 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
20 meal period premium wages, and rest period premium wages within permissible time period.

21 55. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the
22 wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant
23 to Cal. Lab. Code § 202, if an employee quits his or her employment, "his or her wages shall
24 become due and payable not later than 72 hours thereafter, unless the employee has given 72
25 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
26 or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS Members
27 were, from time to time, not timely provided the wages earned and unpaid at the time of their
28 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

1 56. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
2 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
3 employment ended during the CLASS PERIOD.

4 **K. Reporting Time Violations**

5 57. Further, DEFENDANTS from time to time required PLAINTIFF and other
6 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
7 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code
8 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday
9 an employee is required to report for work and does report, but is not put to work or is furnished
10 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
11 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
12 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."
13 In addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS
14 Members to engage in additional work, this sometimes resulted in a second reporting for work in
15 a single workday. In such a circumstance of a second reporting for work in a single workday,
16 DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs.,
17 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second
18 time in any one workday and is furnished less than two (2) hours of work on the second reporting,
19 said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall
20 be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

21 **L. Sick Pay Violations**

22 58. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
23 July 1, 2015, works in California for the same employer for 30 or more days within a year from
24 the commencement of employment is entitled to paid sick days as specified in this section."
25 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
26 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
27 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

28 59. California Labor Code Section 246(i) requires an employer to furnish its

1 employees with written wage statements setting forth the amount of paid sick leave available.
2 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
3 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount
4 of paid sick leave available.

5 **M. Failure to Provide Personnel Files**

6 60. During her employment, PLAINTIFF caused a request to be delivered to
7 DEFENDANTS for PLAINTIFF'S personnel and employment records, including but not limited
8 to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFF'S
9 complete employment file.

10 61. DEFENDANTS failed to provide and/or make available to PLAINTIFF her
11 personnel records, payroll records, employment contract, and entire employment file within thirty
12 (30) days of her request stated above. As of the date of filing of this complaint, DEFENDANTS
13 have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750. DEFENDANTS
14 violated Cal. Lab. Code Section 1198.5 by failing to respond and provide PLAINTIFF with his
15 employment file. Section 1198.5 states that employees (and former employees) have the right to
16 inspect personnel records maintained by the employer "related to the employee's performance or
17 to any grievance concerning the employee." Employers must allow inspection or copying within
18 thirty (30) days of the request. PLAINTIFF is now entitled to and requests injunctive relief to
19 obtain compliance with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of
20 attorneys' fees and costs for bringing this action.

21 62. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
22 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
23 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
24 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
25 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
26 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
27 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
28 DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was

1 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
2 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
3 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
4 comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF
5 for required business expenses related to the personal expenses incurred for the use of their
6 personal cell phone and for the cleaning and maintenance of their work uniforms, on behalf of
7 and in furtherance of her employment with DEFENDANTS. Further, DEFENDANTS failed to
8 provide PLAINTIFF with her personnel file within thirty (30) days of her request, in violation of
9 Cal. Lab. Code § 1198.5. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
10 overtime and double time compensation still owed to her or any penalty wages owed to her under
11 Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed
12 the sum or value of \$75,000.

13 **CLASS ACTION ALLEGATIONS**

14 63. PLAINTIFF brings this Class Action on behalf of herself and a California class
15 defined as all persons who are or previously were employed by Defendant J&P Asset and/or
16 Defendant J&P Hospitality and/or Defendant J&P Apartment and/or Defendant Choice Hotels
17 and/or Defendant Sandpiper Property Management and/or Defendant Sandpiper III and/or
18 Defendant Sandpiper IV and/or Defendant Sandpiper V and/or Defendant Sandpiper VI in
19 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
20 during the period beginning four (4) years prior to the filing of this Complaint and ending on the
21 date as determined by the Court (the "CLASS PERIOD").

22 64. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
23 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
24 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
25 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
26 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
27 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

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1 65. The members of the class are so numerous that joinder of all class members is
2 impractical.

3 66. Common questions of law and fact regarding DEFENDANTS' conduct, including
4 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
5 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
6 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
7 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
8 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
9 wage and overtime, exist as to all members of the class and predominate over any questions
10 affecting solely any individual members of the class. Among the questions of law and fact
11 common to the class are:

- 12 a. Whether DEFENDANT maintained legally compliant meal period policies and
13 practices;
- 14 b. Whether DEFENDANT maintained legally compliant rest period policies and
15 practices;
- 16 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
17 Members accurate premium payments for missed meal and rest periods;
- 18 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 Members accurate overtime wages;
- 20 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members at least minimum wage for all hours worked;
- 22 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
23 CLASS Members for required business expenses;
- 24 g. Whether DEFENDANT issued legally compliant wage statements;
- 25 h. Whether DEFENDANT committed an act of unfair competition by systematically
26 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
27 CLASS for all time worked;

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- 1 i. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record all meal and rest breaks missed by PLAINTIFF and other
3 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
4 of this work, required employees to perform this work and permits or suffers to
5 permit this work;
- 6 j. Whether DEFENDANT committed an act of unfair competition in violation of the
7 UCL, by failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

9 67. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
10 a result of DEFENDANTS' conduct and actions alleged herein.

11 68. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
12 PLAINTIFF has the same interests as the other members of the class.

13 69. PLAINTIFF will fairly and adequately represent and protect the interests of the
14 CALIFORNIA CLASS Members.

15 70. PLAINTIFF retained able class counsel with extensive experience in class action
16 litigation.

17 71. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
18 interest of the other CALIFORNIA CLASS Members.

19 72. There is a strong community of interest among PLAINTIFF and the members of
20 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
21 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
22 sustained.

23 73. The questions of law and fact common to the CALIFORNIA CLASS Members
24 predominate over any questions affecting only individual members, including legal and factual
25 issues relating to liability and damages.

26 74. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because joinder of all class members is impractical. Moreover,
28 since the damages suffered by individual members of the class may be relatively small, the

1 expense and burden of individual litigation makes it practically impossible for the members of
2 the class individually to redress the wrongs done to them. Without class certification and
3 determination of declaratory, injunctive, statutory, and other legal questions within the class
4 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
5 create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would as a practical matter be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impeded their
12 ability to protect their interests.

13 75. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
15 the conduct of DEFENDANT.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

18 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

20 76. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 77. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
24 Code § 17021.

25 78. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
26 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
27 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
28 as follows:

1 Any person who engages, has engaged, or proposes to engage in unfair competition may
2 be enjoined in any court of competent jurisdiction. The court may make such orders or
3 judgments, including the appointment of a receiver, as may be necessary to prevent the
4 use or employment by any person of any practice which constitutes unfair competition, as
5 defined in this chapter, or as may be necessary to restore to any person in interest any
6 money or property, real or personal, which may have been acquired by means of such
7 unfair competition. (Cal. Bus. & Prof. Code § 17203).

8 79. By the conduct alleged herein, DEFENDANTS have engaged and continue to
9 engage in a business practice which violates California law, including but not limited to, the
10 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
11 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
12 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
13 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
14 constitute unfair competition, including restitution of wages wrongfully withheld.

15 80. By the conduct alleged herein, DEFENDANTS' practices were unlawful and
16 unfair in that these practices violated public policy, were immoral, unethical, oppressive
17 unscrupulous or substantially injurious to employees, and were without valid justification or
18 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
19 of the California Business & Professions Code, including restitution of wages wrongfully
20 withheld.

21 81. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
22 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
23 mandated meal and rest periods and the required amount of compensation for missed meal and
24 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
25 necessary business expenses incurred, due to a systematic business practice that cannot be
26 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
27 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
28 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
restitution of wages wrongfully withheld.

82. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the

1 other members of the CALIFORNIA CLASS to be underpaid during their employment with
2 DEFENDANTS.

3 83. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
4 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
5 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
6 required by Cal. Lab. Code §§ 226.7 and 512.

7 84. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
8 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
9 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
10 each workday in which a second off-duty meal period was not timely provided for each ten (10)
11 hours of work.

12 85. PLAINTIFF further demands on behalf of herself and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
14 not timely provided as required by law.

15 86. By and through the unlawful and unfair business practices described herein,
16 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
17 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
18 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
19 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
20 to unfairly compete against competitors who comply with the law.

21 87. All the acts described herein as violations of, among other things, the Industrial
22 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
23 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
24 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
25 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

26 88. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
2 business practices, including earned but unpaid wages for all time worked.

3 89. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
4 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
5 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
6 engaging in any unlawful and unfair business practices in the future.

7 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
8 and/or adequate remedy at law that will end the unlawful and unfair business practices of
9 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
10 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
11 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
12 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
13 unlawful and unfair business practices.

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

16 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

17 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

18 90. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 91. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
22 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
23 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
24 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

25 92. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
26 policy, an employer must timely pay its employees for all hours worked.

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1 93. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than
3 the minimum so fixed is unlawful.

4 94. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
5 including minimum wage compensation and interest thereon, together with the costs of suit.

6 95. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
7 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
8 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
9 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS.

11 96. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
12 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
13 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
14 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

15 97. In committing these violations of the California Labor Code, DEFENDANTS
16 inaccurately calculated the correct time worked and consequently underpaid the actual time
17 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
18 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
19 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
20 laws and regulations.

21 98. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
22 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
23 minimum wage compensation for their time worked for DEFENDANTS.

24 99. During the CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
26 failure to pay all earned wages.

27 100. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
28 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true

1 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
2 suffered and will continue to suffer an economic injury in amounts which are presently unknown
3 to them, and which will be ascertained according to proof at trial.

4 101. DEFENDANTS knew or should have known that PLAINTIFF and the other
5 members of the CALIFORNIA CLASS were under-compensated for their time worked.
6 DEFENDANTS systematically elected, either through intentional malfeasance or gross
7 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
8 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
9 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
10 for their time worked.

11 102. In performing the acts and practices herein alleged in violation of California labor
12 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
13 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
14 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
15 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
16 consequences to them, and with the despicable intent of depriving them of their property and legal
17 rights, and otherwise causing them injury in order to increase company profits at the expense of
18 these employees.

19 103. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
20 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
21 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
22 California Labor Code and/or other applicable statutes. To the extent minimum wage
23 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
24 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
25 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
26 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
27 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
28

1 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
2 recover statutory costs.

3 **THIRD CAUSE OF ACTION**

4 **Failure To Pay Overtime Compensation**

5 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

7 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 105. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
13 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
14 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

15 106. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
16 policy, an employer must timely pay its employees for all hours worked.

17 107. Cal. Lab. Code § 510 provides that employees in California shall not be employed
18 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
19 they receive additional compensation beyond their regular wages in amounts specified by law.

20 108. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
21 including minimum and overtime compensation and interest thereon, together with the costs of
22 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
23 than those fixed by the Industrial Welfare Commission is unlawful.

24 109. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
25 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
26 they worked, including overtime work.

27 110. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of

1 implementing a uniform policy and practice that failed to accurately record overtime worked by
2 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
4 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
5 (12) hours in a workday, and/or forty (40) hours in any workweek.

6 111. In committing these violations of the California Labor Code, DEFENDANTS
7 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
8 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
9 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
10 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
11 regulations.

12 112. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
13 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
14 overtime compensation for their time worked for DEFENDANTS.

15 113. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
16 from the overtime requirements of the law. None of these exemptions are applicable to
17 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
18 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
19 agreement that would preclude the causes of action contained herein this Complaint. Rather,
20 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on
21 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
22 California.

23 114. During the CLASS PERIOD, PLAINTIFF and the other members of the
24 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
25 a failure to pay all earned wages.

26 115. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
27 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
28 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even

1 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
2 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
3 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
4 witnessed by employees.

5 116. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
6 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
7 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
8 CLASS have suffered and will continue to suffer an economic injury in amounts which are
9 presently unknown to them, and which will be ascertained according to proof at trial.

10 117. DEFENDANTS knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA CLASS were undercompensated for their time worked.
12 DEFENDANTS systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
14 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
15 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
16 their overtime worked.

17 118. In performing the acts and practices herein alleged in violation of California labor
18 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
19 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
20 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
21 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
22 consequences to them, and with the despicable intent of depriving them of their property and legal
23 rights, and otherwise causing them injury in order to increase company profits at the expense of
24 these employees.

25 119. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
26 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
27 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
28 California Labor Code and/or other applicable statutes. To the extent overtime compensation is

1 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
2 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
3 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
5 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
6 entitled to seek and recover statutory costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure To Provide Required Meal Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

11 120. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 121. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
15 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
16 required by the applicable Wage Order and Labor Code. The nature of the work performed by
17 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
18 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
19 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
20 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
21 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
22 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business
23 records. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS
24 Members with a second off-duty meal period in some workdays in which these employees were
25 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
26 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
27 and in accordance with DEFENDANTS' strict corporate policy and practice.

28 ///

122. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

123. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

125. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to

1 provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid
2 rest periods is evidenced by DEFENDANTS' business records.

3 126. DEFENDANTS further violated California Labor Code §§ 226.7 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
5 Members who were not provided a rest period, in accordance with the applicable Wage Order,
6 one additional hour of compensation at each employee's regular rate of pay for each workday that
7 rest period was not provided.

8 127. As a proximate result of the aforementioned violations, PLAINTIFF and
9 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
10 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Provide Accurate Itemized Statements**

13 **(Cal. Lab. Code § 226)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

15 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 129. Cal. Labor Code § 226 provides that an employer must furnish employees with an
19 "accurate itemized" statement in writing showing:

- 20 a. Gross wages earned,
- 21 b. (2) total hours worked by the employee, except for any employee whose
22 compensation is solely based on a salary and who is exempt from payment of
23 overtime under subdivision (a) of Section 515 or any applicable order of the
24 Industrial Welfare Commission,
- 25 c. the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis,
- 27 d. all deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item,

- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

130. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

131. Further, from time to time, DEFENDANTS issued wage statements that included items such as vacation pay, meal break penalties, sick pay and double-counted shift differential payments into the calculation for total hours worked, in violation of Cal. Lab. Code § 226(a)(2).

132. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

133. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not

properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

134. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

135. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

136. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

137. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment

1 for purposes of the requirement to provide payment within 72 hours of the notice of
2 quitting.

3 138. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
4 Members' employment contract.

5 139. Cal. Lab. Code § 203 provides:

6 If an employer willfully fails to pay, without abatement or reduction, in accordance with
7 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
8 quits, the wages of the employee shall continue as a penalty from the due date thereof at
9 the same rate until paid or until an action therefor is commenced; but the wages shall not
10 continue for more than 30 days.

11 140. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
12 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
13 missed meal and rest breaks, as required by law.

14 141. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
15 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
16 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
17 employees who terminated employment during the CLASS PERIOD and demand an accounting
18 and payment of all wages due, plus interest and statutory costs as allowed by law.

19 **EIGHTH CAUSE OF ACTION**

20 **Failure To Reimburse Employees for Required Expenses**

21 **(Cal. Lab. Code §§ 2802)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

23 142. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 143. Cal. Lab. Code § 2802 provides, in relevant part, that:

27 An employer shall indemnify his or her employee for all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of his or her
duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

144. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS

1 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
2 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
3 members for expenses which included, but were not limited to, the use of their personal cell
4 phones and for the cleaning and maintenance of work uniforms, all on behalf of and for the
5 benefit of DEFENDANTS. Specifically, PLAINTIFF and other CALIFORNIA CLASS
6 Members were required by DEFENDANTS to use their personal cell phones and to clean and
7 maintain their work uniforms to execute their essential job duties on behalf of DEFENDANTS.
8 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
9 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
10 phones and for the cleaning and maintenance of work uniforms within the course and scope of
11 their employment for DEFENDANTS. These expenses were necessary to complete their
12 principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any
13 waiver of this expectation. Although these expenses were necessary expenses incurred by
14 PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and
15 reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an
16 employer is required to do under the laws and regulations of California.

17 145. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
18 by her and the CALIFORNIA CLASS members in the discharge of their job duties for
19 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
20 statutory rate and costs under Cal. Lab. Code § 2802.

21 **NINTH CAUSE OF ACTION**

22 **For Failure to Pay Vacation Wages**

23 **(By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

24 146. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
26 Complaint.

27 147. At all relevant times, California Labor Code §227.3 provides for the following:
28 Unless otherwise provided by a collective-bargaining agreement, whenever a
contract of employment or employer policy provides for paid vacations, and an

1 employee is terminated without having taken off his vested vacation time, all vested
2 vacation shall be paid to him as wages at his final rate in accordance with such
3 contract of employment or employer policy respecting eligibility or time served;
4 provided, however, that an employment contract or employer policy shall not
provide for forfeiture of vested vacation time upon termination. The Labor
Commissioner or a designated representative, in the resolution of any dispute with
regard to vested vacation time, shall apply the principles of equity and fairness.

5 148. At all times relevant, including at times throughout the four-year period preceding
6 the filing of the original complaint, PLAINTIFF, and upon information and belief, and
7 CALIFORNIA CLASS Members were subject to an employer policy and/or contract of
8 employment that provided for paid vacations not otherwise provided by a collective-bargaining
9 agreement. Upon PLAINTIFF's and CALIFORNIA CLASS Members' separation of
10 employment, they had not used all of their vested vacation and thus their unused, vested vacation
11 was required to have been paid at their final rate upon separation of employment. As a result of
12 the failure to pay out the vested but unused vacation pay, DEFENDANTS violated Labor Code
13 §227.3. Further, DEFENDANTS from time to time subjected PLAINTIFF and CALIFORNIA
14 CLASS Members to forfeit their vested, but unused vacation time, in further violation of Cal.
15 Lab. Code § 227.3.

16 149. PLAINTIFF seeks, on her behalf and on behalf of the CALIFORNIA CLASS, all
17 damages and remedies available under California Labor Code §227.3, including payment of the
18 vacation wages at the final rate.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
21 severally, as follows:

22 1. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
24 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
25 b. An order temporarily, preliminarily and permanently enjoining and restraining
26 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
27 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
28 unlawfully withheld from compensation due to PLAINTIFF and the other members

1 of the CALIFORNIA CLASS; and

2 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
3 for restitution of the sums incidental to DEFENDANTS' violations due to
4 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

5 2. On behalf of the CALIFORNIA CLASS:

6 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and
7 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action
8 pursuant to Cal. Code of Civ. Proc. § 382;

9 b. Compensatory damages, according to proof at trial, including compensatory
10 damages for overtime compensation due to PLAINTIFF and the other members of
11 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
12 thereon at the statutory rate;

13 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
14 the applicable IWC Wage Order;

15 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
16 which a violation occurs and one hundred dollars (\$100) per each member of the
17 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
18 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
19 violation of Cal. Lab. Code § 226

20 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
21 penalty from the due date thereof at the same rate until paid or until an action
22 therefore is commenced, in accordance with Cal. Lab. Code § 203.

23 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
24 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
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1 3. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
- 3 b. Such other and further relief as the Court deems just and equitable; and
- 4 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
- 5 including, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or
- 6 § 1194.
- 7

8 DATED: November __, 2023

JCL LAW FIRM, APC

9 By: 

10 Jean-Claude Lapuyade, Esq.
11 Attorney for PLAINTIFF

12 **DEMAND FOR A JURY TRIAL**

13 PLAINTIFFS demands a jury trial on issues triable to a jury.

14

15 DATED: November __, 2023

JCL LAW FIRM, APC

16 By: 

17 Jean-Claude Lapuyade, Esq.
18 Attorney for PLAINTIFF

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