

May 8, 2024

Via Online Filing to LWDA and Certified/Electronic Mail to Defendant
Labor and Workforce Development Agency
Online Filing

THE WEST OAKLAND HEALTH COUNCIL

c/o Messner Reeves LLP

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Via Electronic Mail

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 NATASHA TAYLOR ("Plaintiff"), and other aggrieved employees in a lawsuit against Defendant THE WEST OAKLAND HEALTH COUNCIL ("Defendant"). Based on information and belief, Plaintiff worked for the Defendant in the PAGA Period, 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. Defendant, 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, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant 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 current and former hourly-paid or non-exempt employees who worked for Defendant in California during the relevant claim period and who reside in California.

A true and correct copy of the Complaint by Plaintiff against Defendant, 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 Defendant, 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, Defendant is 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 Defendant 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 Statute 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 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

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Attorneys for Plaintiff
(Additional Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

THE WEST OAKLAND HEALTH
COUNCIL, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20049604

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite

- Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq;
(11) Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]

DEMAND FOR JURY TRIAL

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

COMES NOW, Plaintiff NATASHA TAYLOR (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Alameda. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County

1 of Alameda. At all relevant times, Defendant maintained its headquarters/“nerve center” within
2 the State of California, County of Alameda.

3 **PARTIES**

4 5. Plaintiff NATASHA TAYLOR is an individual residing in the State of California.

5 6. Defendant THE WEST OAKLAND HEALTH COUNCIL, at all times herein
6 mentioned, was and is, upon information and belief, a California corporation and, at all times
7 herein mentioned, an employer whose employees are engaged throughout the State of California,
8 including the County of Alameda.

9 7. At all relevant times, Defendant THE WEST OAKLAND HEALTH COUNCIL
10 was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

11 8. At all times herein relevant, Defendants THE WEST OAKLAND HEALTH
12 COUNCIL, and DOES 1 through 100, and each of them, were the agents, partners, joint
13 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
14 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within
15 the course and scope of their authority as such agents, partners, joint venturers, joint employers,
16 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
17 omissions alleged herein were duly committed with the ratification, knowledge, permission,
18 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

19 9. The true names and capacities, whether corporate, associate, individual or
20 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said
21 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
22 information and belief alleges, that each of the defendants designated as a DOE is legally
23 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
24 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
25 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities
26 when the same have been ascertained.

27 10. Defendant THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through
28 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of the original Complaint to final judgment and who reside in California.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest

1 that is antagonistic to the other class members. Plaintiff's attorneys, the
2 proposed class counsel, are versed in the rules governing class action
3 discovery, certification, and settlement. Plaintiff has incurred, and during
4 the pendency of this action will continue to incur, costs and attorneys'
5 fees, that have been, are, and will be necessarily expended for the
6 prosecution of this action for the substantial benefit of each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action
11 will advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid
13 to assert their rights out of fear of direct or indirect retaliation. However,
14 class actions provide the class members who are not named in the
15 complaint anonymity that allows for the vindication of their rights.

16 16. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common
18 questions of law or fact, among others, exist as to the members of the class:

19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the California Labor Code, was willful;

21 b. Whether Defendants' had a corporate policy and practice of failing to pay
22 their hourly-paid or non-exempt employees within the State of California
23 for all hours worked and missed (short, late, interrupted, and/or missed
24 altogether) meal periods and rest breaks in violation of California law;

25 c. Whether Defendants required Plaintiff and the other class members to
26 work over eight (8) hours per day and/or over forty (40) hours per week
27 and failed to pay the legally required overtime compensation to Plaintiff
28 and the other class members;

- 1 d. Whether Defendants deprived Plaintiff and the other class members of
2 meal and/or rest periods or required Plaintiff and the other class members
3 to work during meal and/or rest periods without compensation;
- 4 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
5 other class members for all hours worked;
- 6 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
7 class members within the required time upon their discharge or
8 resignation;
- 9 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the
10 other class members during their employment;
- 11 h. Whether Defendants complied with wage reporting as required by the
12 California Labor Code; including, *inter alia*, section 226;
- 13 i. Whether Defendants kept complete and accurate payroll records as
14 required by the California Labor Code, including, *inter alia*, section
15 1174(d);
- 16 j. Whether Defendants failed to reimburse Plaintiff and the other class
17 members for necessary business-related expenses and costs;
- 18 k. Whether Defendants' conduct was willful or reckless;
- 19 l. Whether Defendants engaged in unfair business practices in violation of
20 California Business & Professions Code section 17200, et seq.;
- 21 m. The appropriate amount of damages, restitution, and/or monetary penalties
22 resulting from Defendants' violation of California law; and
- 23 n. Whether Plaintiff and the other class members are entitled to
24 compensatory damages pursuant to the California Labor Code.

25 **GENERAL ALLEGATIONS**

26 17. At all relevant times set forth herein, Defendants employed Plaintiff and other
27 persons as hourly-paid or non-exempt employees within the State of California, including the
28 County of Alameda.

1 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
2 exempt employee, in the State of California, County of Alameda.

3 19. Defendants hired Plaintiff and the other class members, classified them as hourly-
4 paid or non-exempt employees, and failed to compensate them for all hours worked and missed
5 meal periods and/or rest breaks.

6 20. Defendants had the authority to hire and terminate Plaintiff and the other class
7 members, to set work rules and conditions governing Plaintiff's and the other class members'
8 employment, and to supervise their daily employment activities.

9 21. Defendants exercised sufficient authority over the terms and conditions of
10 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
11 and the other class members.

12 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
13 class members.

14 23. Defendants continue to employ hourly-paid or non-exempt employees within the
15 State of California.

16 24. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
17 forty (40) hours in a week during their employment with Defendants.

18 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
20 employees within the State of California. This pattern and practice involved, *inter alia*, failing
21 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
22 breaks in violation of California law.

23 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 certain wages for overtime compensation and that they were not receiving accurate overtime
26 compensation for all overtime hours worked.

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed to provide Plaintiff and the other class members all required rest and meal periods during

1 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
2 thus they are entitled to any and all applicable penalties.

3 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
6 member's regular rate of pay when a meal period was missed, and they did not receive all meal
7 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
8 regular rate of pay when a meal period was missed.

9 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
12 member's regular rate of pay when a rest period was missed, and they did not receive all rest
13 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
14 regular rate of pay when a rest period was missed.

15 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 at least minimum wages for compensation and that they were not receiving at least minimum
18 wages for all hours worked.

19 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 all wages owed to them upon discharge or resignation, including overtime and minimum wages
22 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
23 them at the time of their discharge or resignation.

24 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 all wages owed to them during their employment. Plaintiff and the other class members did not
27 receive payment of all wages, including overtime and minimum wages and meal and rest period
28 premiums, within any time permissible under California Labor Code section 204.

1 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, they did
4 not receive complete and accurate wage statements from Defendants. The deficiencies included,
5 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
6 members.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Defendants had to keep complete and accurate payroll records
9 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
10 keep complete and accurate payroll records.

11 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to
13 reimbursement for necessary business-related expenses.

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
18 to Plaintiff and the other class members that they were properly denied wages, all in order to
19 increase Defendants' profits.

20 37. During the relevant time period, Defendants failed to pay overtime wages to
21 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class
22 members were required to work more than eight (8) hours per day and/or forty (40) hours per
23 week without overtime compensation for all overtime hours worked.

24 38. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff and the other class members.

26 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members at least minimum wages for all hours worked.

28 40. During the relevant time period, Defendants failed to pay Plaintiff and the other

1 class members all wages owed to them upon discharge or resignation.

2 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
3 class members all wages within any time permissible under California law, including, *inter alia*,
4 California Labor Code section 204.

5 42. During the relevant time period, Defendants failed to provide complete or
6 accurate wage statements to Plaintiff and the other class members.

7 43. During the relevant time period, Defendants failed to keep complete or accurate
8 payroll records for Plaintiff and the other class members.

9 44. During the relevant time period, Defendants failed to reimburse Plaintiff and the
10 other class members for all necessary business-related expenses and costs.

11 45. During the relevant time period, Defendants failed to properly compensate
12 Plaintiff and the other class members pursuant to California law in order to increase Defendants'
13 profits.

14 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
15 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
16 to him [or her] under this article."

17 **FIRST CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 510 and 1198)**

19 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

20 47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
21 through 46, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 48. California Labor Code section 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
25 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
26 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

27 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
28 were required to pay Plaintiff and the other class members employed by Defendants, and

1 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
2 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
3 forty (40) hours in a workweek.

4 50. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and the other class members overtime compensation at a rate of two
6 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

7 51. California Labor Code section 510 codifies the right to overtime compensation at
8 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
9 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
10 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
11 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

12 52. During the relevant time period, Plaintiff and the other class members worked in
13 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

14 53. During the relevant time period, Defendants intentionally and willfully failed to
15 pay overtime wages owed to Plaintiff and the other class members.

16 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
17 balance of overtime compensation, as required by California laws, violates the provisions of
18 California Labor Code sections 510 and 1198, and is therefore unlawful.

19 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
20 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
21 attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 226.7 and 512(a))**

24 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

25 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 55, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 57. At all relevant times, the IWC Order and California Labor Code sections 226.7

1 and 512(a) were applicable to Plaintiff's and the other class members' employment by
2 Defendants.

3 58. At all relevant times, California Labor Code section 226.7 provides that no
4 employer shall require an employee to work during any meal or rest period mandated by an
5 applicable order of the California IWC.

6 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
7 section 512(a) provide that an employer may not require, cause or permit an employee to work
8 for a work period of more than five (5) hours per day without providing the employee with a
9 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
10 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
11 both the employer and employee.

12 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
13 section 512(a) further provide that an employer may not require, cause or permit an employee to
14 work for a work period of more than ten (10) hours per day without providing the employee with
15 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
16 hours worked is no more than twelve (12) hours, the second meal period may be waived by
17 mutual consent of the employer and the employee only if the first meal period was not waived.

18 61. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
20 legally-mandated meal periods by mutual consent, were required to work for periods longer than
21 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
22 rest period.

23 62. During the relevant time period, Plaintiff and the other class members who were
24 scheduled to work for a period of time in excess of six (6) hours were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
26 (30) minutes and/or rest period.

27 63. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiff and the other class members to work during meal periods and failed to compensate

1 Plaintiff and the other class members the full meal period premium for work performed during
2 meal periods.

3 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full meal period premium due pursuant to California Labor Code section
5 226.7.

6 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
7 Code sections 226.7 and 512(a).

8 66. Pursuant to applicable IWC Wage Order and California Labor Code section
9 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employee's regular rate of compensation for each work day that the
11 meal or rest period is not provided.

12 **THIRD CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226.7)**

14 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

15 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 66, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 68. At all times herein set forth, the applicable IWC Wage Order and California Labor
19 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
20 Defendants.

21 69. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC.

24 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very
25 employer shall authorize and permit all employees to take rest periods, which insofar as
26 practicable shall be in the middle of each work period" and that the "rest period time shall be
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
28 hours or major fraction thereof" unless the total daily work time is less than three and one-half

1 (3 ½) hours.

2 71. During the relevant time period, Defendants required Plaintiff and other class
3 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
4 period per each four (4) hour period worked.

5 72. During the relevant time period, Defendants willfully required Plaintiff and the
6 other class members to work during rest periods and failed to pay Plaintiff and the other class
7 members the full rest period premium for work performed during rest periods.

8 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
9 class members the full rest period premium due pursuant to California Labor Code section 226.7

10 74. Defendants' conduct violates applicable IWC Wage Orders and California Labor
11 Code section 226.7.

12 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
13 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
14 additional hour of pay at the employees' regular hourly rate of compensation for each work day
15 that the rest period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

18 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

19 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 75, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
23 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
24 the minimum so fixed is unlawful.

25 78. During the relevant time period, Defendants failed to pay minimum wage to
26 Plaintiff and the other class members as required, pursuant to California Labor Code sections
27 1194, 1197, and 1197.1.

28 79. Defendants' failure to pay Plaintiff and the other class members the minimum

1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
3 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
6 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
7 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
8 minimum wages.

9 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201 and 202)**

14 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

15 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 81, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 83. At all relevant times herein set forth, California Labor Code sections 201 and 202
19 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and if an employee quits his or her employment, his
21 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 84. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

27 85. Defendants' failure to pay Plaintiff and the other class members who are no longer
28 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their

1 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

2 86. California Labor Code section 203 provides that if an employer willfully fails to
3 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
4 continue as a penalty from the due date thereof at the same rate until paid or until an action is
5 commenced; but the wages shall not continue for more than thirty (30) days.

6 87. Plaintiff and the other class members are entitled to recover from Defendants the
7 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
8 pursuant to California Labor Code section 203.

9 **SIXTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 204)**

11 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

12 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 87, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 89. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
17 calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 16th and the 26th day of the month during which the labor was performed.

19 90. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 16th and the last day, inclusive, of
21 any calendar month, other than those wages due upon termination of an employee, are due and
22 payable between the 1st and the 10th day of the following month.

23 91. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned for labor in excess of the normal work period shall be paid no later than the payday
25 for the next regular payroll period.

26 92. During the relevant time period, Defendants intentionally and willfully failed to
27 pay Plaintiff and the other class members all wages due to them, within any time period
28 permissible under California Labor Code section 204.

93. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

98. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

99. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

100. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)

101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

103. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-

1 protected rights.

2 105. More specifically, Plaintiff and the other class members have been injured by
3 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
4 they were denied both their legal right and protected interest, in having available, accurate and
5 complete payroll records pursuant to California Labor Code section 1174(d).

6 **NINTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 2800 and 2802)**

8 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

9 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 105, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must
13 reimburse its employee for all necessary expenditures incurred by the employee in direct
14 consequence of the discharge of his or her job duties or in direct consequence of his or her
15 obedience to the directions of the employer.

16 108. Plaintiff and the other class members incurred necessary business-related
17 expenses and costs that were not fully reimbursed by Defendants.

18 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
19 other class members for all necessary business-related expenses and costs.

20 110. Plaintiff and the other class members are entitled to recover from Defendants their
21 business-related expenses and costs incurred during the course and scope of their employment,
22 plus interest accrued from the date on which the employee incurred the necessary expenditures
23 at the same rate as judgments in civil actions in the State of California.

24 **TENTH CAUSE OF ACTION**

25 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

26 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

27 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
28 through 110, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
5 within the meaning of Code of Civil Procedure section 1021.5.

6 113. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business & Professions
8 Code section 17200, et seq.

9 114. A violation of California Business & Professions Code section 17200, et seq. may
10 be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
14 including Plaintiff and the other class members, to work through their meal and rest periods
15 without paying them proper compensation violate California Labor Code sections 226.7 and
16 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
17 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
18 failing to timely pay wages to Plaintiff and the other class members violate California Labor
19 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
20 226(a), 1174(d), 2800 and 2802.

21 115. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 116. Plaintiff and the other class members have been personally injured by Defendants'
24 unlawful business acts and practices as alleged herein, including but not necessarily limited to
25 the loss of money and/or property.

26 117. Pursuant to California Business & Professions Code sections 17200, et seq.,
27 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
28 by Defendants during a period that commences four years preceding the filing of the original

1 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
2 1021.5 and other applicable laws; and an award of costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.])**

5 **(Against THE WEST OAKLAND HEALTH COUNCIL and DOES 1 through 100)**

6 118. Plaintiff realleges and incorporates by this reference, as though fully set forth
7 herein, the prior paragraphs of this Complaint.

8 119. PAGA is a mechanism by which the State of California itself can enforce state
9 labor laws through the employee suing under the PAGA who does so as the proxy or agent of
10 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
11 fundamentally a law enforcement action designed to protect the public and not to benefit private
12 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
13 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
14 enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow
15 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
16 Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to
17 arbitration.

18 120. Plaintiff, and such persons that may be added from time to time who satisfy the
19 requirements and exhaust the administrative procedures under the Private Attorney General Act,
20 bring this individual PAGA and Representative Action on behalf of the State of California with
21 respect to herself and all current and former hourly-paid or non-exempt employees who worked
22 for Defendant in California at any time during the time period of May 8, 2023 to the present (the
23 "AGGRIEVED EMPLOYEES").

24 121. On May 8, 2024, Plaintiff gave written notice to the Labor and Workforce
25 Development Agency (the "Agency") and the employer of the specific provisions of this code
26 alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
27 hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to
28 add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,

1 Plaintiff may now commence a representative civil action under PAGA pursuant to Section 2699
2 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
3 defined.

4 122. The policies, acts and practices heretofore described were and are an unlawful
5 business act or practice because Defendants (a) failed to pay Plaintiff and AGGRIEVED
6 EMPLOYEES minimum wages and overtime wages, (b) failed to provide Plaintiff and
7 AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay Plaintiff and
8 AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay Plaintiff and
9 AGGRIEVED EMPLOYEES for all time worked, and (e) failed to timely pay wages, all in
10 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not
11 limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3,
12 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5,
13 1199, 2802, and 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to
14 statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties
15 as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
16 the State of California for the illegal conduct perpetrated on Plaintiff and the other AGGRIEVED
17 EMPLOYEES.

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

25 124. To the extent that any of the conduct and violations alleged herein did not affect
26 Plaintiff during the PAGA PERIOD, Plaintiff seeks penalties for those violations that affected
27 other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504,
28 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751

1 ["PAGA allows an "aggrieved employee"—a person affected by at least one Labor Code
2 violation committed by an employer—to pursue penalties for all the Labor Code violations
3 committed by that employer."], Emphasis added, reh'g denied (June 13, 2018).).

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of other members of the general public similarly
6 situated, requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
9 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
10 as follows:

11 **Class Certification**

- 12 1. That this action be certified as a class action;
13 2. That Plaintiff be appointed as the representative of the Class;
14 3. That counsel for Plaintiff be appointed as Class Counsel; and
15 4. That Defendants provide to Class Counsel immediately the names and most
16 current/last known contact information (address, e-mail and telephone numbers) of all class
17 members.

18 **As to the First Cause of Action**

- 19 5. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
21 all overtime wages due to Plaintiff and the other class members;
22 6. For general unpaid wages at overtime wage rates and such general and special
23 damages as may be appropriate;
24 7. For pre-judgment interest on any unpaid overtime compensation commencing
25 from the date such amounts were due;
26 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code section 1194; and
28 9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

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1 **As to the Sixth Cause of Action**

2 35. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
4 by California Labor Code section 204 to Plaintiff and the other class members;

5 36. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 37. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due; and

9 38. For such other and further relief as the Court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 39. That the Court declare, adjudge and decree that Defendants violated the record
12 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
13 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
14 wage statements thereto;

15 40. For actual, consequential and incidental losses and damages, according to proof;

16 41. For statutory penalties pursuant to California Labor Code section 226(e);

17 42. For injunctive relief to ensure compliance with this section, pursuant to California
18 Labor Code section 226(h); and

19 43. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 44. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

23 ///

24 for Plaintiff and the other class members as required by California Labor Code section 1174(d);

25 45. For actual, consequential and incidental losses and damages, according to proof;

26 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

27 47. For such other and further relief as the Court may deem just and proper.

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1 **As to the Ninth Cause of Action**

2 48. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
4 members for all necessary business-related expenses as required by California Labor Code
5 sections 2800 and 2802;

6 49. For actual, consequential and incidental losses and damages, according to proof;

7 50. For the imposition of civil penalties and/or statutory penalties;

8 51. For reasonable attorneys' fees and costs of suit incurred herein; and

9 52. For such other and further relief as the Court may deem just and proper.

10 **As to the Tenth Cause of Action**

11 53. That the Court decree, adjudge and decree that Defendants violated California
12 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
13 other class members all overtime compensation due to them, failing to provide all meal and rest
14 periods to Plaintiff and the other class members, failing to pay at least minimum wages to
15 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
16 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
17 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

18 54. For restitution of unpaid wages to Plaintiff and all the other class members and
19 all pre-judgment interest from the day such amounts were due and payable;

20 55. For the appointment of a receiver to receive, manage and distribute any and all
21 funds disgorged from Defendants and determined to have been wrongfully acquired by
22 Defendants as a result of violation of California Business and Professions Code sections 17200,
23 et seq.;

24 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Code of Civil Procedure section 1021.5;

26 57. For injunctive relief to ensure compliance with this section, pursuant to California
27 Business and Professions Code sections 17200, et seq.; and

28 58. For such other and further relief as the Court may deem just and proper.

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As to the Eleventh Cause of Action

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

Dated: May 8, 2024

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade
Attorney for Plaintiff