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

JUL 02 2020

BY Nail
NICOLE O'DWYER, DEPUTY

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN BERNARDINO

14 JENNIFER RODRIGUEZ, individually and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 EMPLOYBRIDGE, LLC, a California
19 Corporation; and DOES 1 through 20,
20 inclusive,

21 Defendants.

Case No. CIV DS 2013867

Assigned for all Purposes to:

Judge:

Dept:

22 CLASS ACTION COMPLAINT FOR:

- 23 1. Failure to Pay all Lawful Wages Owed;
- 24 2. Failure to Pay Wages on a Weekly Basis;
- 25 3. Failure to Provide Meal Periods;
- 26 4. Failure to Permit Rest Breaks;
- 27 5. Failure to Provide Accurate Itemized Wage Statements;
- 28 6. Failure to Pay All Wages Due Within the Required Time and Upon Separation of Employment;
7. Violation of Business and Professions Code §§ 17200, *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff Jennifer Rodriguez, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jennifer Rodriguez (“Plaintiff”) brings this putative class action against
5 Defendant Employbridge, LLC (“Employbridge”); and DOES 1 through 20, inclusive
6 (collectively, “Defendants”), on behalf of herself individually and a class of non-exempt
7 employees employed by Defendants throughout California.

8 2. Defendant Employbridge is an industrial staffing company providing customers
9 with temporary associates in manufacturing, logistics, warehousing, contact centers and more.

10 3. Through this action, Plaintiff is alleging Defendants have engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

16 (a) Failing to pay all lawful wages owed;

17 (b) Failing to pay employees within seven days following the close of the
18 payroll period;

19 (c) Failing to provide lawful meal periods or compensation in lieu thereof;

20 (d) Failing to authorize or permit lawful rest breaks or provide compensation
21 in lieu thereof;

22 (e) Failing to provide accurate itemized wage statements; and

23 (f) Failing to pay all wages due upon separation of employment.

24 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf
25 of herself and all others similarly situated in California to recover, among other things, unpaid
26 wages and benefits, interest, attorney’s fees, costs and expenses and penalties pursuant to Labor
27 Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198.

JURISDICTION AND VENUE

6. This is a class action, pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff Jennifer Rodriguez is a resident of California. Plaintiff was employed by Employbridge – a staffing agency. Her most recent assignment was to work at HiRel Connectors, Inc. (“HiRel”) as a machine operator. Plaintiff worked at HiRel as a temporary employee from approximately February to August, 2019.

11. Plaintiff is informed and believes, and thereon alleges, that Employbridge is a California limited liability corporation providing services in San Bernardino County, California, and, at all times hereinafter mentioned, was and is an employer as defined in and subject to the Labor Code and IWC Wage Orders, whose employees are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 20 but will seek leave of this Court to amend this

1 Complaint and serve such fictitiously named Defendants once their names and capacities become
2 known.

3 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
4 are the partners, agents, owners, shareholders, managers or employees of Airgas and/or Carbonic,
5 at all relevant times.

6 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
7 and omissions alleged herein were performed by, or are attributable to, Employbridge, and/or
8 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
9 the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
10 official policy of Defendants.

11 15. At all relevant times, Defendants, and each of them, acted within the scope of
12 such agency or employment, or ratified each and every act or omission complained of herein. At
13 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
14 each and all the other Defendants in proximately causing the damages herein alleged.

15 16. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
17 omissions, occurrences and transactions alleged herein.

18 **CLASS ACTION ALLEGATIONS**

19 17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
20 herself and all other members of the general public similarly situated who were affected by
21 Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order
22 violations.

23 18. All claims alleged herein arise under California law for which Plaintiff seeks
24 relief authorized by California law.

25 19. Plaintiff's proposed class consists of and is defined as follows:

26 Class

27 All current and former non-exempt employees employed by Defendants in
28 California within four years prior to the filing of the complaint to the
present and continuing.

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2
3 20. Plaintiff also seeks to certify the following subclass of employees:

4 Waiting Time Subclass

5 All Class members who separated their employment from Defendants
6 within three years prior to the filing of this action to the present and
continuing.

7 21. Plaintiff reserves the right to establish other or additional subclasses, or modify
8 any class or subclass definition, as appropriate.

9 22. Members of the class and subclass described above will be collectively referred to
10 as “class members.” Plaintiff reserves the right to re-define the above class and subclass and add
11 additional subclasses as appropriate based on investigation, discovery and specific theories of
12 liability.

13 23. There are common questions of law and fact as to the class and subclass that
14 predominate over any questions affecting only individual members including, but not limited to:

- 15 (a) Whether Defendants failed to pay Plaintiff and class members all lawful
16 wages;
- 17 (b) Whether Defendant failed to pay Plaintiff and aggrieved employees within
18 seven days following the close of the payroll period;
- 19 (c) Whether Defendants deprived Plaintiff and class members of lawful meal
20 periods without compensation;
- 21 (d) Whether Defendants deprived Plaintiff and class members of lawful rest
22 breaks without compensation;
- 23 (e) Whether Defendants failed to provide accurate itemized wage statements
24 to Plaintiff and class members;
- 25 (f) Whether Defendants failed to timely pay all wages due to Plaintiff and
26 Subclass members upon termination or within 72 hours of resignation;
- 27 (g) Whether Defendants’ conduct was willful or reckless; and
28

(h) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, *et seq.*

24. There is a well-defined community of interest in this litigation and the proposed class and subclass are readily ascertainable:

(a) Numerosity: The members of the class and subclass are so numerous that joinder of all members is impractical. Although the members of the entire class and subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than one hundred (100) individuals. The identities of the class and subclass are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the class because Defendants' failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the class and subclass, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiff will fairly and adequately represent and protect the interests of all members of the class and subclass because it is in his best interests to prosecute the claims alleged herein to obtain full compensation and penalties due him and the class and subclass. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorney's fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

1 (d) Superiority: The nature of this action makes use of class action
2 adjudication superior to other methods. A class action will achieve
3 economies of time, effort and expense as compared with separate lawsuits,
4 and will avoid inconsistent outcomes because the same issues can be
5 adjudicated in the same manner and at the same time for the entire class
6 and subclass. If appropriate this Court can, and is empowered to, fashion
7 methods to efficiently manage this case as a class action.

8 (e) Public Policy Considerations: Employers in the State of California violate
9 employment and labor laws every day. Current employees are often afraid
10 to assert their rights out of fear of direct or indirect retaliation. Former
11 employees are fearful of bringing actions because they believe their former
12 employers might damage their future endeavors through negative
13 references and/or other means. Class actions provide the class members
14 who are not named in the complaint with a type of anonymity that allows
15 for the vindication of their rights at the same time as affording them
16 privacy protections.

17 **GENERAL ALLEGATIONS**

18 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
19 persons as non-exempt employees.

20 26. Defendants continue to employ non-exempt employees within California.

21 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
23 were knowledgeable about California wage and hour laws, employment and personnel practices
24 and the requirements of California law.

25 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive all meal periods or
27 payment of one additional hour of pay at Plaintiff's and class members' regular rate of pay when
28 they did not receive one timely, uninterrupted meal period when working more than five hours

1 and a second timely, uninterrupted meal period when working more than ten hours. Defendants
2 failed to provide these lawful meal periods to class members. These failures include, but are not
3 limited to, failing to provide the first meal periods within the first five hours of work and failing
4 to provide second meal periods for shifts of longer than ten hours.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive all rest breaks or
7 payment of one additional hour of pay at Plaintiff and class members' regular rate of pay when a
8 rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
9 members did not receive all rest breaks or payment of one additional hour of pay at Plaintiff and
10 class members' regular rate of pay when a rest break was missed.

11 30. Upon information and belief, Defendants required Plaintiff and class members to
12 remain on the premises rest breaks. Defendants also required Plaintiff and class members to keep
13 their communication devices on them at all times so that Defendants could reach them, even if
14 they were supposed to be on a meal or rest break.

15 31. Despite the above-mentioned meal period and rest break violations, Defendants
16 did not compensate Plaintiff, and on information and belief, did not compensate class members,
17 one additional hour of pay at their regular rate as required by California law, including Labor
18 Code section 226.7 and the applicable IWC wage order, for each day on which lawful meal
19 periods and rest breaks were not authorized and permitted. As a result, Plaintiff and class
20 members were not paid all lawful wages owed (including overtime wages). Plaintiff is informed
21 and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and
22 class members were entitled to receive all lawful wages owed yet failed to do so in violation of
23 the Labor Code and IWC Wage Orders

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to be paid not more than seven
26 calendar days following the close of the payroll period by California law, including Labor Code §
27 204. In violation of California law, Defendants failed to pay Plaintiff and class members within
28 the required timeframe.

1 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive itemized wage
3 statements that accurately showed their gross and net wages earned and all applicable hourly
4 rates in effect and the number of hours worked at each hourly rate in accordance with California
5 law. In violation of the Labor Code, Plaintiff and class members were not provided with accurate
6 itemized wage statements.

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
9 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
10 and Waiting Time Subclass members did not receive payment of all wages including, but not
11 limited to, unpaid overtime and minimum wage compensation, within permissible time periods.

12 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known they had a duty to compensate Plaintiff and class members, and Defendants
14 had the financial ability to pay such compensation but willfully, knowingly and intentionally
15 failed to do so all in order to increase Defendants' profits.

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY ALL LAWFUL WAGES OWED**

18 (Violations of Lab. Code §§ 510, 1194, 1199)

19 36. Plaintiff hereby incorporates all previous paragraphs of this complaint as though
20 fully set forth herein.

21 37. As discussed herein, Defendants' policies and practices resulted in Plaintiff and
22 class members not receiving compensation for all earned wages including overtime and/or
23 minimum wage in violation of California state wage and hour laws.

24 38. As discussed herein, Defendants did not compensate Plaintiff and class members
25 one additional hour of pay at their regular rate as required by California law, including Labor
26 Code section 226.7 and the applicable IWC wage order, for each day on which lawful meal
27 periods and rest breaks were not authorized and permitted. As a result, Plaintiff and class
28 members were not paid all lawful wages, including minimum wages and overtime wages.

1 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
2 known that Plaintiff and class members were entitled to receive all wages owed yet failed to do
3 so.

4 39. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
5 represent have been deprived of compensation for all earned wages including minimum wage
6 and/ or overtime wages in amounts to be determined at trial, and are entitled to recovery of such
7 amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code
8 section 1194.

9 40. As a result of Defendants' failure to pay Plaintiff and class members an additional
10 hour of pay for each day a compliant meal period or rest break was not provided, Plaintiff and
11 class members suffered and continue to suffer a loss of wages and compensation.

12 **SECOND CAUSE OF ACTION**
13 **FAILURE TO PAY WAGES WITHIN SEVEN DAYS**
14 (Violation of Labor Code § 204(d))

15 41. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 42. Labor Code § 204(d) provides that an employee's wages paid not more than seven
18 calendar days following the close of the payroll period.

19 43. On information and belief, Defendants willfully and intentionally failed to pay
20 Plaintiff and class members by the seventh calendar day following the close of the payroll period
21 as provided for in Labor Code §204(d).

22 44. As a result, Plaintiff and class members are entitled to recover from Defendants
23 the statutory penalty, which is defined as \$100 for an initial violation as to Plaintiff and each
24 class member, and \$200 for each subsequent violation as to Plaintiff and each class member, plus
25 20% of the amount unlawfully withheld, pursuant to Labor Code § 210.
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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

46. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

47. Section 11 of the applicable IWC Wage Order states, “no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

48. Upon information and belief, pursuant to Defendants’ policies and practices, Plaintiff and class members were not regularly authorized and/or permitted to take legally compliant, duty-free meal periods as required by California law. Defendants also maintained a policy and practice of requiring Plaintiff and class members to keep their communication devices on them at all times so that Defendants may contact them at any time in violation of California law.

49. Labor Code § 512(a) provides that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted, duty-free meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

50. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted, duty-free meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

1 51. During the relevant time period, Plaintiff and class members did not receive
2 uninterrupted, duty-free meal periods for working more than five (5) and/or ten (10) hours per
3 day because their meal periods were interrupted, short, missed, or late and/or they were not
4 permitted to take a second meal period.

5 52. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
6 an employer to pay an employee one additional hour of pay at the employee's regular rate of
7 compensation for each workday that a meal period is not provided.

8 53. At all relevant times, Defendants failed to pay Plaintiff and class members the full
9 meal period premium for interrupted and/or untimely meal periods pursuant to Labor Code §
10 226.7(b) and section 11 of the applicable IWC Wage Order.

11 54. As a result of Defendants' failure to pay Plaintiff and class members an additional
12 hour of pay for each day a meal period was not provided, Plaintiff and class members suffered
13 and continue to suffer a loss of wages and compensation.

14 **FOURTH CAUSE OF ACTION**
15 **FAILURE TO PERMIT REST BREAKS**
16 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)**

17 55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 56. Labor Code § 226.7(a) provides that no employer shall require an employee to
20 work during any rest period mandated by the IWC Wage Orders.

21 57. Section 12 of the applicable IWC Wage Order states "every employer shall
22 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
23 the middle of each work period" and the "authorized rest period time shall be based on the total
24 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
25 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

26 58. Upon information and belief, pursuant to Defendants' policies and practices,
27 Plaintiff and class members were not regularly authorized and/or permitted to take legally
28 compliant, duty-free rest periods as required by California law. Defendants also maintained a

1 policy and practice of requiring Plaintiff and class members to remain on premises during rest
2 periods and to keep their communication devices on them at all times in violation of California
3 law.

4 59. During the relevant time period, Plaintiff and class members did not receive a ten
5 (10) minute rest period for every four (4) hours or major fraction thereof worked because they
6 were required to work through their daily rest periods and/or were not authorized to take their rest
7 periods.

8 60. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
9 an employer to pay an employee one additional hour of pay at the employee's regular rate of
10 compensation for each workday that the rest period is not provided.

11 61. At all relevant times, Defendants failed to pay Plaintiff and class members rest
12 period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and
13 section 12 of the applicable IWC Wage Order.

14 62. As a result of Defendants' failure to pay Plaintiff and class members an additional
15 hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and
16 continue to suffer a loss of wages and compensation.

17 **FIFTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
19 **(Violation of Labor Code § 226)**

20 63. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 64. Labor Code § 226(a) requires employers to furnish their employees with an
23 accurate itemized wage statement that shows gross wages earned, total hours worked, the number
24 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
25 basis, all deductions, net wages earned, the inclusive dates of the period for which the employee
26 is paid, the name of the employee and the portion of his or her social security number as required
27 by law, the name and address of the legal entity that is the employer and all applicable hourly
28

1 rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee.

3 65. During the relevant time period, Defendants have knowingly and intentionally
4 failed to comply with Labor Code § 226(a) on wage statements provided to Plaintiff and class
5 members. The deficiencies include, among other things, the failure to correctly state the gross
6 and net wages earned and all applicable hourly rates in effect and the number of hours worked at
7 each hourly rate by Plaintiff and class members.

8 66. As a result of Defendants' knowing and intentional failure to comply with Labor
9 Code § 226(a), Plaintiff and class members have suffered injury and damage to their statutorily-
10 protected rights. Specifically, Plaintiff and class members have been injured by Defendants'
11 intentional violation of Labor Code § 226(a) because they were denied both their legal right to
12 receive, and their protected interest in receiving, accurate itemized wage statements under Labor
13 Code § 226(a). In addition, Defendants have made it difficult to calculate the amount of wages
14 and compensation owed to Plaintiff and class members. Plaintiff has had to file this lawsuit and
15 will be required to conduct discovery and perform computations in order to analyze whether in
16 fact Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to
17 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur
18 these costs had Defendants provided wage statements accurately showing her regular and
19 overtime rates of pay, among other things. This has also delayed Plaintiff's ability to demand
20 and recover the underpayment of wages from Defendants.

21 67. Plaintiff and class members are entitled to recover from Defendants the greater of
22 their actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an
23 aggregate penalty not exceeding \$4,000 dollars per employee.

24 **SIXTH CAUSE OF ACTION**
25 **FAILURE TO PAY ALL WAGES DUE UPON WITHIN THE REQUIRED TIME AND**
26 **UPON SEPARATION OF EMPLOYMENT**
(Violations of Labor Code §§ 201, 202 and 203)

27 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

69. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves her employment, her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of her intention to quit, in which case the employee is entitled to her wages at the time of quitting.

70. During the relevant time period, Defendants willfully failed to pay Plaintiff and Waiting Time Subclass members all their earned wages upon termination including, but not limited to, proper overtime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ in violation of Labor Code §§ 201 and 202.

71. Defendants' failure to pay Plaintiff and Waiting Time Subclass members all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ violates Labor Code §§ 201 and 202.

72. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

73. Plaintiff and Waiting Time Subclass members are entitled to recover from Defendants the statutory penalty which is defined as Plaintiff and class members' regular daily wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

SEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

75. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff, class members and the general public. Plaintiff seeks to

1 enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure § 1021.5.

3 76. Defendants' activities, as alleged herein, violate California law and constitute
4 unlawful business acts or practices in violation of California Business and Professions Code
5 §§ 17200, *et seq.*

6 77. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated
7 on the violation of any state or federal law.

8 78. Defendants' policies and practices have violated state law in at least the following
9 respects:

- 10 (a) Failing to pay all lawful wages owed to Plaintiff and class
11 members in violation of Labor Code §§ 510, 1194, 1197 and 1198;
- 12 (b) Failing to pay wages not more than seven days following the close
13 of the payroll period in violation of Labor Code § 204(d);
- 14 (c) Failing to provide lawful uninterrupted meal periods without
15 paying Plaintiff and class members premium wages for every day
16 said meal periods were not provided in violation of Labor Code §§
17 226.7 and 512;
- 18 (d) Failing to authorize or permit lawful rest breaks without paying
19 Plaintiff and class members premium wages for every day said rest
20 breaks were not authorized or permitted in violation of Labor Code
21 § 226.7;
- 22 (e) Failing to provide Plaintiff and class members with accurate
23 itemized wage statements in violation of Labor Code § 226; and
- 24 (f) Failing to timely pay all earned wages to Plaintiff and class
25 members upon separation of employment in violation of Labor
26 Code §§ 201, 202 and 203.

79. Defendants intentionally avoided paying Plaintiff and class members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

80. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorney's fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of the proposed Class and Subclass and any other appropriate subclasses under California Code of Civil Procedure § 382;
2. For appointment of Jennifer Rodriguez as the class representative;
3. For appointment of James Hawkins, APLC as class counsel for all purposes;
4. For general damages;
5. For special damages;
6. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
7. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
8. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
9. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties;
10. For pre-judgment interest;

11. For reasonable attorney's fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 1194; and

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

Dated: June 30, 2020

JAMES HAWKINS, APLC

Samantha Smith

By: _____

James R. Hawkins

Samantha A. Smith

Attorneys for Plaintiff Jennifer Rodriguez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: June 30, 2020

JAMES HAWKINS, APLC

Samantha Smith

By: _____

James R. Hawkins

Samantha A. Smith

Attorneys for Plaintiff Jennifer Rodriguez