

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:

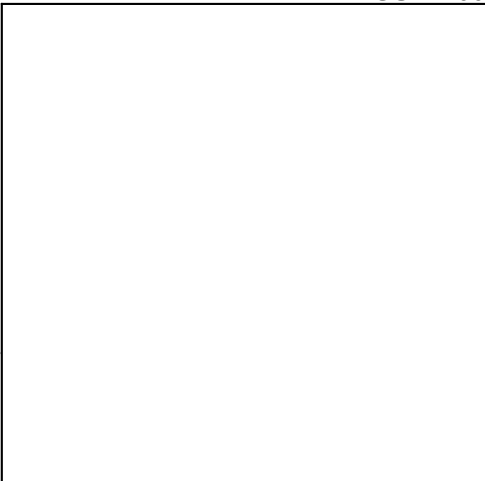
(AVISO AL DEMANDADO):

BARTON MYERS ASSOCIATES, INC., a California Corporation;
(See attached)

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LATISHA SHACONNA ANDERSON, an individual, on behalf of herself, and on behalf of all persons similarly situated,



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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court, Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

21STCV43314

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

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-829

JCL Law Firm, APC - 5440 Morehouse Drive., Suite 3600, San Diego, CA 92121

Sherri R. Carter Executive Officer / Clerk of Court

DATE:

(Fecha)

11/24/2021

Clerk, by _____

(Secretario)

R. Lozano

, Deputy

(Adjunto)

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

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

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify)*:

3. on behalf of *(specify)*:
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify)*:
4. by personal delivery on *(date)*:



SHORT TITLE:

Anderson v. Barton Myers Associates, Inc., et al.

CASE NUMBER:

21STCV43314

INSTRUCTIONS FOR USE

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

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

Plaintiff Defendant Cross-Complainant Cross-Defendant

BARTON ASSOCIATES, INC., a California Corporation; BARTON & ASSOCIATES, INC., which will do business in California as BARTON MEDICAL, INC., a Delaware Corporation and DOES 1 through 50, Inclusive;

Page ____ of ____

Page 1 of 1

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Attorneys for Plaintiff LATISHA SHACONNA ANDERSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LATISHA SHACONNA ANDERSON, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

BARTON MYERS ASSOCIATES, INC., a California Corporation; BARTON ASSOCIATES, INC., a California Corporation; BARTON & ASSOCIATES, INC., which will do business in California as BARTON MEDICAL, INC., a Delaware Corporation and DOES 1 through 50, Inclusive;

Defendants.

Case No. 21STCV43314

CLASS ACTION COMPLAINT FOR:

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

1 THE APPLICABLE IWC WAGE
2 ORDER;

3 6. FAILURE TO PROVIDE ACCURATE
4 ITEMIZED STATEMENTS IN
5 VIOLATION OF CAL. LAB. CODE §
6 226;

7 7. FAILURE TO PAY WAGES WHEN
8 DUE IN VIOLATION OF CAL. LABOR
9 CODE §§ 201, 202 AND 203;

10 8. VIOLATION OF THE PRIVATE
11 ATTORNEYS GENERAL ACT [LABOR
12 CODE §§ 2698 ET SEQ.]

13 **DEMAND FOR JURY TRIAL**

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

17 **THE PARTIES**

18 1. Defendant BARTON MYERS ASSOCIATES, INC. (“Defendant Myers”) is a California
19 Corporation that at all relevant times owns and operates a locum tenens staffing agency which provided
20 temporary employees to medical and dental facilities in the state of California, county of Los Angeles.

21 2. Defendant BARTON & ASSOCIATES, INC. (“Defendant Barton”) is a California
22 Corporation that at all relevant times owns and operates a locum tenens staffing agency which provided
23 temporary employees to medical and dental facilities in the state of California, county of Los Angeles.

24 3. Defendant BARTON & ASSOCIATES, INC., which will do business in California as
25 BARTON MEDICAL, INC. (“Defendant Barton Medical”) is a Delaware Corporation that at all
26 relevant times owns and operates a locum tenens staffing agency which provided temporary employees
27 to medical and dental facilities in the state of California, county of Los Angeles

28 4. Defendant Myers, Defendant Barton and Defendant Barton Medical were the joint
employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF
performed work for respectively, and are therefore jointly responsible as employers for the conduct
alleged herein and collectively referred to herein as “DEFENDANTS” and/or “DEFENDANT.”

1 DEFENDANTS provide homecare and healthcare services in the state of California, county of Los
2 Angeles

3 5. The true names and capacities, whether individual, corporate, subsidiary, partnership,
4 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
5 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
6 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
7 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
8 believes, and based upon that information and belief allege, that the Defendants named in this
9 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS” and/or
10 “DEFENDANT”), are responsible in some manner for one or more of the events and happenings that
11 proximately caused the injuries and damages hereinafter alleged.

12 6. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
13 behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent,
14 servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged
15 herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the
16 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
17 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
18 proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

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

24 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
25 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
26 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
27 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
28 for each underpaid employee.

1 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee from June of
2 2021 to July of 2021, paid on an hourly basis, and entitled to the legally required meal and rest periods
3 and payment of minimum wages, and overtime wages due for all time worked.

4 10. At all times during PLAINTIFF's employment, PLAINTIFF suffered from a disability
5 that requires her to use a wheelchair. DEFENDANT was aware of PLAINTIFF's condition during the
6 course of her employment. In or around June 2021, PLAINTIFF requested a more comfortable chair
7 to sit in for the duration of her work shifts. DEFENDANT provided PLAINTIFF with another chair,
8 however, the chair provided by DEFENDANT was firm causing PLAINTIFF to suffer sores.
9 Subsequently, PLAINTIFF submitted a new request for a more comfortable chair that would not cause
10 her to suffer sores. DEFENDANT refused to accommodate PLAINTIFF and continued to require her
11 to remain in the uncomfortable chair that exacerbated her disability.

12 11. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined
13 as all individuals who are or previously were employed by Defendant Myers and/or Defendant Barton
14 and/or Defendant Barton Medical and classified as non-exempt employees (the "CALIFORNIA
15 CLASS") at any time during the period beginning four years from the date of the filing of this
16 Complaint and ending on a date determined by the Court (the "CLASS PERIOD"). The amount in
17 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
18 (\$5,000,000.00). PLAINTIFF reserves the right to amend the following class definitions before the
19 Court determines whether class certification is appropriate, or thereafter upon leave of Court.

20 12. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
21 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
22 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
23 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
24 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
25 California Labor Code Sections 226.7(c) and the applicable Industrial Welfare Commission Wage
26 Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation
27 of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to provide
28 accurate itemized wage statements in violation of California Labor Code Sections 226 and 226.3.

1 the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and
2 practices are intended to purposefully avoid the accurate and full payment for all time worked as
3 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
4 advantage over competitors who comply with the law. To the extent equitable tolling operates to toll
5 claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
6 accordingly.

7 **A. Meal Period Violations**

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

24 19. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
25 schedules, and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
26 CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks and
27 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
28 Members were required from time to time to perform work as ordered by DEFENDANTS for more

1 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
2 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-
3 duty meal period for some workdays in which these employees were required by DEFENDANTS to
4 work ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and
5 other CALIFORNIA CLASS Members does not qualify for limited and narrowly construed “on-duty”
6 meal period exception. PLAINTIFF and other CALIFORNIA CLASS Members therefore forfeited
7 meal breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate
8 policy and practice.

9 **B. Rest Period Violations**

10 20. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
11 CLASS members were also required from time to time to work in excess of four (4) hours without
12 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required
13 to take orders, receive payments, expedite services, provide janitorial services, and DEFENDANTS’
14 inadequate staffing. Further, for the same reasons these employees were denied their first rest periods
15 of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
16 time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six
17 (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10)
18 minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided
19 with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
20 required to remain on duty and/or on call. PLAINTIFF and other CALIFORNIA CLASS Members
21 were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules
22 and DEFENDANTS’ inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
23 were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS’
24 managers.

25 **C. Wage Statement Violations**

26 19. California Labor Code Section 226 requires an employer to furnish its employees an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
28 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages

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

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

13 21. Further, from time-to-time, DEFENDANTS furnished PLAINTIFF and the members of
14 the CALIFORNIA CLASS with wage statements that failed to, gross wages earned, total hours worked,
15 the inclusive dates of the period for which the employee is paid, the name of the employee and either
16 the last for digits of his or her social security number or an employee identification number and the
17 correct applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate by the employee.

19 22. In addition to the violations described above, DEFENDANTS, from time to time, failed
20 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply
21 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of
22 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
23 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
24 payroll error due to clerical or inadvertent mistake.

25 **D. Regular Rate Violation – Overtime, Meal Premiums, and Sick Time**

26 23. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed and continues to fail
27 to accurately calculate and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for
28 their overtime worked, meal and period premiums and sick pay. DEFENDANT systematically,

1 unlawfully and unilaterally failed to accurately calculate minimum and overtime wages for time
2 worked by PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying
3 these employees the correct compensation. As a result, PLAINTIFF and the other members of the
4 CALIFORNIA CLASS forfeited wages due them for working without compensation at the correct
5 overtime, meal and rest period premiums and sick pay rates. DEFENDANT's uniform policy and
6 practice to not pay the members of the CALIFORNIA CLASS the correct overtime rate for all
7 overtime worked, meal and rest period premiums, and sick pay in accordance with applicable law is
8 evidenced by DEFENDANT's business records.

9 24. State law provides that employees must be paid overtime at one-and-one-half times their
10 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were compensated at
11 an hourly rate plus incentive compensation that was tied to specific elements of an employee's
12 performance.

13 25. The second component of PLAINTIFF's and other CALIFORNIA CLASS Members'
14 compensation was DEFENDANT's non-discretionary incentive compensation that paid PLAINTIFF
15 and other CALIFORNIA CLASS Members incentive wages based on their performance for
16 DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly
17 basis with incentive compensation when the employees met the various performance goals set by
18 DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime, meal and
19 rest period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members,
20 DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of
21 pay". Management and supervisors described the incentive program to potential and new employees
22 as part of the compensation package. As a matter of law, the incentive compensation received by
23 PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular rate of pay."
24 The failure to do so has resulted in a systematic underpayment of overtime compensation, meal and
25 rest period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by
26 DEFENDANT. Additionally. Pursuant to the Industrial Welfare Commission Wage Orders,
27 DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their
28 time worked, meaning the time during which an employee is subject to the control of an employer,

1 including all the time the employee is suffered or permitted to work. DEFENDANT required
2 PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they
3 were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
4 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was
5 from time to time interrupted by work assignments. As a result, the PLAINTIFF and other
6 CALIFORNIA CLASS Members forfeited overtime compensation by working without their time
7 being accurately recorded and without compensation at the applicable overtime rates.
8 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS
9 Members for all time worked is evidenced by DEFENDANT's business records

10 **E. CLASS ACTION ALLEGATIONS**

11 26. PLAINTIFF brings the First through Seventh Causes of Action as a class action pursuant
12 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former
13 non-exempt California employees ("CALIFORNIA CLASS") during the period beginning four years
14 prior to the filing of the Complaint and ending on a date determined by the Court ("CLASS PERIOD").

15 27. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
16 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
17 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
18 and rest period policies, failure to separately compensate rest periods, failure to provide accurate
19 itemized wage statements, failure to maintain required records, and interest, statutory and civil
20 penalties, attorney's fees, costs, and expenses.

21 28. The members of the class are so numerous that joinder of all class members is impractical.

22 29. Common questions of law and fact regarding DEFENDANTS' conduct, including but not
23 limited to, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay
24 for overtime compensation, failure to accurately calculate the regular rate of compensation for missed
25 meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to
26 provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
27 minimum wage and overtime, exist as to all members of the class and predominate over any questions
28 affecting solely any individual members of the class. Among the questions of law and fact common to

1 the class are:

2 a. Whether DEFENDANTS maintained legally compliant meal period
3 policies and practices;

4 b. Whether DEFENDANTS maintained legally compliant rest period
5 policies and practices;

6 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
7 CALIFORNIA CLASS Members accurate premium payments for missed
8 meal and rest periods;

9 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
10 CALIFORNIA CLASS Members accurate overtime wages;

11 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
12 CALIFORNIA CLASS Members at least minimum wage for all hours
13 worked;

14 f. Whether DEFENDANTS issued legally compliant wage statements;

15 g. Whether DEFENDANTS committed an act of unfair competition by
16 systematically failing to record and pay PLAINTIFF and the other members
17 of the CALIFORNIA CLASS for all time worked;

18 h. Whether DEFENDANTS committed an act of unfair competition by
19 systematically failing to record all meal and rest breaks missed by
20 PLAINTIFF and other CALIFORNIA CLASS Members, even though
21 DEFENDANTS enjoyed the benefit of this work, required employees to
22 perform this work and permits or suffers to permit this work;

23 i. Whether DEFENDANTS committed an act of unfair competition in
24 violation of the UCL, by failing to provide the PLAINTIFF and the other
25 members of the CALIFORNIA CLASS with the legally required meal and
26 rest periods.

27 30. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
28 of DEFENDANTS' conduct and actions alleged herein.

1 31. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
2 interests as the other members of the class.

3 32. PLAINTIFF will fairly and adequately represent and protect the interests of the
4 CALIFORNIA CLASS Members.

5 33. PLAINTIFF retained able class counsel with extensive experience in class action
6 litigation.

7 34. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
8 of the other CALIFORNIA CLASS Members.

9 35. There is a strong community of interest among PLAINTIFF and the members of the
10 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
11 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

12 36. The questions of law and fact common to the CALIFORNIA CLASS Members
13 predominate over any questions affecting only individual members, including legal and factual issues
14 relating to liability and damages.

15 37. A class action is superior to other available methods for the fair and efficient adjudication
16 of this controversy because joinder of all class members is impractical. Moreover, since the damages
17 suffered by individual members of the class may be relatively small, the expense and burden of
18 individual litigation makes it practically impossible for the members of the class individually to redress
19 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
20 statutory and other legal questions within the class format, prosecution of separate actions by individual
21 members of the CALIFORNIA CLASS will create the risk of:

22 a. Inconsistent or varying adjudications with respect to individual members of the
23 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
24 parties opposing the CALIFORNIA CLASS; and/or,

25 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
26 which would as a practical matter be dispositive of the interests of the other members not
27 party to the adjudication or substantially impair or impeded their ability to protect their
28 interests.

1 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
2 1197, 1197.1, 1198, & 2802 for which this Court should issue declaratory and other equitable relief
3 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
4 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

10 44. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent
11 in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the legally mandated
12 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
13 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
14 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
15 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
16 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
17 restitution of wages wrongfully withheld.

18 45. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair, and
19 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
20 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

21 46. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair, and
22 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
23 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
24 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
25 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
26 Labor Code.

27 47. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
28 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period

1 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
2 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

3 48. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA
4 CLASS Member, one (1) hour of pay for each workday in which an off duty paid rest period was not
5 timely provided as required by law.

6 49. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
7 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
8 calculated overtime and missed meal and rest periods premiums.

9 50. By and through the unlawful and unfair business practices described herein,
10 DEFENDANTS has obtained valuable property, money, and services from PLAINTIFF and the other
11 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
12 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
13 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
14 compete against competitors who comply with the law.

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

20 52. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
21 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
22 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
23 deprived, by means of the above described unlawful and unfair business practices, including earned but
24 unpaid wages for all overtime worked.

25 53. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
26 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
27 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
28 unfair business practices in the future.

1 60. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were
2 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked
3 or were not accurately compensated for all overtime hours worked.

4 61. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
6 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
7 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFF and the other
8 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
9 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
10 in any workweek.

11 62. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
12 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
13 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
14 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
15 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
16 applicable laws and regulations.

17 63. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
19 all overtime worked.

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

27 65. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
28 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned

1 wages.

2 66. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
3 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
4 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
5 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
6 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
7 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

13 68. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
14 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
15 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
16 employees for their labor as a matter of uniform company policy, practice and procedure, and
17 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
18 members of the CALIFORNIA CLASS for overtime worked.

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

26 70. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
27 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as
28 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the

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

8 **THIRD CAUSE OF ACTION**

9 **For Failure to Pay Minimum Wages**

10 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

11 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

14 72. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay
17 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members during the CLASS PERIOD.

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

20 74. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
21 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
22 minimum so fixed is unlawful.

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

25 76. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
26 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
27 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
28 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without

1 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
2 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
3 of the CALIFORNIA CLASS.

4 77. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
6 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
7 of the CALIFORNIA CLASS in regard to minimum wage pay.

8 78. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
9 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
10 and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid
11 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
12 Industrial Welfare Commission requirements and other applicable laws and regulations.

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

16 80. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
17 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
18 wages.

19 81. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
20 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
21 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
22 suffer an economic injury in amounts which are presently unknown to them, and which will be
23 ascertained according to proof at trial.

24 82. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
25 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS
26 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
27 employees for their labor as a matter of uniform company policy, practice and procedure, and
28 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other

1 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

2 83. In performing the acts and practices herein alleged in violation of California labor laws,
3 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
4 them with the requisite compensation, DEFENDANTS acted and continue to act intentionally,
5 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
6 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
7 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
8 in order to increase company profits at the expense of these employees.

9 84. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
10 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
11 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
12 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
13 to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANTS'
14 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
15 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
16 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
17 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
18 entitled to seek and recover statutory costs.

19 **FOURTH CAUSE OF ACTION**

20 **For Failure to Provide Required Meal Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

25 86. During the CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the
26 legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
27 required by the applicable Wage Order and Labor Code. The nature of the work performed by
28 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being relieved

1 of all their duties for the legally required off-duty meal periods. As a result of their rigorous work
2 schedules, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time not fully
3 relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to
4 provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior
5 to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time.
6 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
7 second off-duty meal period in some workdays in which these employees were required by
8 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the
9 CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
10 accordance with DEFENDANTS' strict corporate policy and practice.

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

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

19 **FIFTH CAUSE OF ACTION**

20 **For Failure to Provide Required Rest Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

25 90. During the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members
26 were from time to time required to work in excess of four (4) hours without being provided ten (10)
27 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)
28 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at

1 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
2 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
3 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
4 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
5 CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS
6 and DEFENDANTS' managers.

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

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

15 **SIXTH CAUSE OF ACTION**

16 **For Failure to Provide Accurate Itemized Statements**

17 **[Cal. Lab. Code §§ 226 and 226.2]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

21 94. Cal. Labor Code § 226 provides that an employer must furnish employees with an
22 "accurate itemized" statement in writing showing:

- 23 1. Gross wages earned;
- 24 2. Total hours worked by the employee, except for any employee
25 whose compensation is solely based on a salary and who is exempt from
26 payment of overtime under subdivision (a) of Section 515 or any applicable
27 order of the Industrial Welfare Commission;
- 28 3. The number of piece-rate units earned and any applicable piece rate

1 if the employee is paid on a piece-rate basis;

2 4. All deductions, provided that all deductions made on written orders
3 of the employee may be aggregated and shown as one item;

4 5. Net wages earned;

5 6. The inclusive dates of the period for which the employee is paid,

6 7. The name of the employee and his or her social security number,
7 except that by January 1, 2008, only the last four digits of his or her social
8 security number or an employee identification number other than a social
9 security number may be shown on the itemized statement,

10 8. The name and address of the legal entity that is the employer, and

11 9. All applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 95. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the
14 other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed
15 to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3)
16 gross wages earned; (4) the correct name and address of the legal entity that is the employer; and (5)
17 the last four (4) digits of employee's social security number or an employee identification number all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
19 at each hourly rate by the employee in violation of California Labor Code Section 226(a).

20 96. Further, DEFENDANTS violated California Labor Code Section 226(a)(8) by failing to
21 provide the name and address of the legal entity that is the employer. In addition to the foregoing,
22 DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the
23 CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

24 97. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
25 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
26 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
27 the overtime worked and the amount of employment taxes which were not properly paid to state and
28 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other

1 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
2 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
3 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
4 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
5 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
6 member of the CALIFORNIA CLASS herein.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN DUE**

9 **(Cal Lab. Code §§201, 202, 203)**

10 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

13 99. Cal. Lab. Code § 200 provides that:

14 As used in this article:(a) "Wages" includes all amounts for labor
15 performed by employees of every description, whether the amount
16 is fixed or ascertained by the standard of time, task, piece,
17 Commission basis, or other method of calculation. (b) "Labor"
18 includes labor, work, or service whether rendered or performed
19 under contract, subcontract, partnership, station plan, or other
20 agreement if the labor to be paid for is performed personally by the
21 person demanding payment.

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

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

25 If an employee not having a written contract for a definite period
26 quits his or her employment, his or her wages shall become due and
27 payable not later than 72 hours thereafter, unless the employee has
28 given 72 hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or her wages at the time
2 of quitting. Notwithstanding any other provision of law, an
3 employee who quits without providing a 72-hour notice shall be
4 entitled to receive payment by mail if he or she so requests and
5 designates a mailing address. The date of the mailing shall constitute
6 the date of payment for purposes of the requirement to provide
7 payment within 72 hours of the notice of quitting.

8 102. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
9 employment contract.

10 103. Cal. Lab. Code § 203 provides:

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

17 104. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated,
18 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
19 breaks, as required by law.

20 105. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
21 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty days of pay
22 as penalty for not paying all wages due at time of termination for all employees who terminated
23 employment during the CLASS PERIOD and demands an accounting and payment of all wages due,
24 plus interest and statutory costs as allowed by law.

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1 **EIGHTH CAUSE OF ACTION**

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

3 **(Cal. Lab. Code §§2698 et seq.)**

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

5 106. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
6 the prior paragraphs of this Complaint.

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

16 108. PLAINTIFF, and such persons that may be added from time to time who satisfy the
17 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
18 this Representative Action on behalf of the State of California with respect to themselves and all
19 individuals who are or previously were employed by DEFENDANT and classified as non-exempt
20 employees in California during the time period of September 20, 2020 until the present (the
21 "AGGRIEVED EMPLOYEES").

22 109. On September 20, 2021, PLAINTIFF gave written notice by certified mail to the Labor
23 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
24 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
25 hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these
26 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now
27 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State
28 of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

1 The policies, acts and practices heretofore described were and are an unlawful business act or practice
2 because DEFENDANTS (a) failed to properly record and pay PLAINTIFF and the other AGGRIEVED
3 EMPLOYEES for all of the hours they worked, including overtime hours in violation of the Wage Order,
4 (b) failed to provide accurate itemized wage statements, (c) failed to provide mandatory meal breaks and
5 rest breaks, (d) failed to pay meal and rest break premiums at the correct rate, and (e) failed to timely pay
6 wages at the correct rate, all in violation of the applicable Labor Code sections listed in Labor Code
7 §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226,
8 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802,
9 and 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a
10 result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor
11 Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal
12 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

15 1. On behalf of the CALIFORNIA CLASS:

16 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
17 a class action pursuant to Cal. Code of Civ. Proc. § 382;

18 B) An order temporarily, preliminarily and permanently enjoining and restraining
19 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

20 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
21 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

22 D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for
23 restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other
24 members of the CALIFORNIA CLASS.

25 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh, Causes of
26 Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
27 382;

1 1. Compensatory damages, according to proof at trial, including compensatory
2 damages for minimum wage compensation, and overtime compensation due to
3 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable
4 CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

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

10 3. Meal and rest period compensation pursuant to California Labor Code Section
11 226.7, 512 and the applicable IWC Wage Order;

12 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
13 1197; and

14 5. The wages of all terminated employees as a penalty from the due date thereof at
15 the same rate until paid or until an action therefore is commenced, in accordance with
16 Cal. Lab. Code § 203.

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

19 3. On all claims:

20 A) An award of interest, including prejudgment interest at the legal rate;


21 B) Such other and further relief as the Court deems just and equitable; and,

22 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,

23 including, but not limited to, pursuant to Labor Code §226, §1194, and/ or §2699 *et seq.*

24 Dated: November 24, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

25
26 By: 
27 Jean-Claude Lapuyade
28 Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on all issues triable to a jury.

Dated: November 24 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 

Jean-Claude Lapuyade
Attorneys for PLAINTIFF

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EXHIBIT 1



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client # 41901

September 20, 2021

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

**BARTON & ASSOCIATES, INC. which will do
business in California as BARTON MEDICAL, INC.**

c/o National Registered Agents, Inc.
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Via Certified Mail with Return Receipt

No. 7021 0350 0000 8465 3011

BARTON MYERS ASSOCIATES, INC.

c/o Barton Myers
949 Toro Canyon Rd.

Santa Barbara, CA 93108

Via Certified Mail with Return Receipt

No. 7021 0350 0000 8465 2960

BARTON ASSOCIATES, INC.

c/o Kelly S. Barton
21452 Sprucewood
Lake Forest, CA 92630

Via Certified Mail with Return Receipt

No. 7021 0350 0000 8465 2915

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 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 LATISHA SHACONNA ANDERSON (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against BARTON MYERS ASSOCIATES, INC. (“Defendant Myers”), BARTON & ASSOCIATES, INC. (“Defendant Barton”), and BARTON & ASSOCIATES, INC., which will do business in California as BARTON MEDICAL, INC. (“Defendant Barton Medical”). Plaintiff was employed by Defendant in California between June of 2021 to July of 2021 as a non-exempt employee, 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, in violation 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, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant Myers, Defendant Barton and/or Defendant Barton Medical during the relevant claim period.

A true and correct copy of the proposed 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, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against 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.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LATISHA SHACONNA ANDERSON, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

BARTON MYERS ASSOCIATES, INC., a California Corporation; BARTON ASSOCIATES, INC., a California Corporation; BARTON & ASSOCIATES, INC., which will do business in California as BARTON MEDICAL, INC., a Delaware Corporation and DOES 1 through 50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

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

6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203;
8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
9. VIOLATION OF GOVT. CODE § 12940– DISABILITY DISCRIMINATION
10. RETALIATION IN VIOLATION OF CAL. LAB. CODE § 1102.5
11. FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS
12. BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant BARTON MYERS ASSOCIATES, INC. (“Defendant Myers”) is a California Corporation that at all relevant times owns and operates a locum tenens staffing agency which provided temporary employees to medical and dental facilities in the state of California, county of Los Angeles.

2. Defendant BARTON & ASSOCIATES, INC. (“Defendant Barton”) is a California Corporation that at all relevant times owns and operates a locum tenens staffing agency which provided temporary employees to medical and dental facilities in the state of California, county of Los Angeles.

3. Defendant BARTON & ASSOCIATES, INC., which will do business in California as BARTON MEDICAL, INC. (“Defendant Barton Medical”) is a Delaware Corporation that at all relevant times owns and operates a locum tenens staffing agency which provided temporary employees to medical and dental facilities in the state of California, county of Los Angeles

4. Defendant Myers, Defendant Barton and Defendant Barton Medical were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF

1 performed work for respectively, and are therefore jointly responsible as employers for the conduct
2 alleged herein and collectively referred to herein as “DEFENDANTS” and/or “DEFENDANT.”
3 DEFENDANTS provide homecare and healthcare services in the state of California, county of Los
4 Angeles

5 5. The true names and capacities, whether individual, corporate, subsidiary, partnership,
6 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
7 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
8 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
9 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
10 believes, and based upon that information and belief allege, that the Defendants named in this
11 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS” and/or
12 “DEFENDANT”), are responsible in some manner for one or more of the events and happenings that
13 proximately caused the injuries and damages hereinafter alleged.

14 6. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
15 behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent,
16 servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged
17 herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the
18 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
19 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
20 proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

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

26 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
27 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
28 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee

1 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
2 for each underpaid employee.

3 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee from June of
4 2021 to July of 2021, paid on an hourly basis, and entitled to the legally required meal and rest periods
5 and payment of minimum wages, and overtime wages due for all time worked.

6 10. At all times during PLAINTIFF's employment, PLAINTIFF suffered from a disability
7 that requires her to use a wheelchair. DEFENDANT was aware of PLAINTIFF's condition during the
8 course of her employment. In or around June 2021, PLAINTIFF requested a more comfortable chair
9 to sit in for the duration of her work shifts. DEFENDANT provided PLAINTIFF with another chair,
10 however, the chair provided by DEFENDANT was firm causing PLAINTIFF to suffer sores.
11 Subsequently, PLAINTIFF submitted a new request for a more comfortable chair that would not cause
12 her to suffer sores. DEFENDANT refused to accommodate PLAINTIFF and continued to require her
13 to remain in the uncomfortable chair that exacerbated her disability.

14 11. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined
15 as all individuals who are or previously were employed by Defendant Myers and/or Defendant Barton
16 and/or Defendant Barton Medical and classified as non-exempt employees (the "CALIFORNIA
17 CLASS") at any time during the period beginning four years from the date of the filing of this
18 Complaint and ending on a date determined by the Court (the "CLASS PERIOD"). The amount in
19 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
20 (\$5,000,000.00). PLAINTIFF reserves the right to amend the following class definitions before the
21 Court determines whether class certification is appropriate, or thereafter upon leave of Court.

22 12. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
23 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
24 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
25 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
26 periods or an additional hour of pay at the regular rate of compensation in lieu thereof in violation of
27 California Labor Code Sections 226.7(c) and the applicable Industrial Welfare Commission Wage
28 Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation

1 of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to provide
2 accurate itemized wage statements in violation of California Labor Code Sections 226 and 226.3.

3 13. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and
4 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
5 PLAINTIFF and the other members of the CALIFORNIA CLASS.

6 14. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
8 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past
9 and current unlawful conduct, and all other appropriate legal and equitable relief.

10 **JURISDICTION AND VENUE**

11 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is
13 brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
14 DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

15 16. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
16 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and DEFENDANTS
17 (i) currently maintain and at all relevant times, maintained offices and facilities in this County and/or
18 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged
19 in this County against members of the CALIFORNIA CLASS.

20 **THE CONDUCT**

21 17. In violation of the applicable sections of the California Labor Code and the requirements
22 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
23 policy, practice and procedure, intentionally, knowingly, and systematically failed to provide legally
24 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members
25 of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other
26 members of the CALIFORNIA CLASS for all time worked, failed to pay PLAINTIFF and the other
27 members of the CALIFORNIA CLASS overtime at the regular rate, failed to compensate PLAINTIFF
28 and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, and failed to

1 issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
2 statements showing, among other things, all applicable hourly rates in effect during the pay periods and
3 the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and
4 practices are intended to purposefully avoid the accurate and full payment for all time worked as
5 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
6 advantage over competitors who comply with the law. To the extent equitable tolling operates to toll
7 claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
8 accordingly.

9 **A. Meal Period Violations**

10 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
11 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning
12 the time during which an employee is subject to the control of an employer, including all the time the
13 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
14 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying
15 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
16 PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing, DEFENDANTS
17 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
18 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
19 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
20 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
21 CLASS Members forfeited minimum wage and overtime wages by regularly working without their
22 time being accurately recorded and without compensation at the applicable minimum wage and
23 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
24 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
25 records.

26 19. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
27 schedules, and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
28 CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks and

1 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
2 Members were required from time to time to perform work as ordered by DEFENDANTS for more
3 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
4 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-
5 duty meal period for some workdays in which these employees were required by DEFENDANTS to
6 work ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and
7 other CALIFORNIA CLASS Members does not qualify for limited and narrowly construed “on-duty”
8 meal period exception. PLAINTIFF and other CALIFORNIA CLASS Members therefore forfeited
9 meal breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate
10 policy and practice.

11 **B. Rest Period Violations**

12 20. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
13 CLASS members were also required from time to time to work in excess of four (4) hours without
14 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required
15 to take orders, receive payments, expedite services, provide janitorial services, and DEFENDANTS’
16 inadequate staffing. Further, for the same reasons these employees were denied their first rest periods
17 of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
18 time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six
19 (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10)
20 minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided
21 with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
22 required to remain on duty and/or on call. PLAINTIFF and other CALIFORNIA CLASS Members
23 were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules
24 and DEFENDANTS’ inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
25 were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS’
26 managers.

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1 **C. Wage Statement Violations**

2 19. California Labor Code Section 226 requires an employer to furnish its employees an
3 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
4 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
6 employee and only the last four digits of the employee's social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal entity
8 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee.

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

17 21. Further, from time-to-time, DEFENDANTS furnished PLAINTIFF and the members of
18 the CALIFORNIA CLASS with wage statements that failed to, gross wages earned, total hours worked,
19 the inclusive dates of the period for which the employee is paid, the name of the employee and either
20 the last four digits of his or her social security number or an employee identification number and the
21 correct applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee.

23 22. In addition to the violations described above, DEFENDANTS, from time to time, failed
24 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply
25 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of
26 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
27 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
28 payroll error due to clerical or inadvertent mistake.

1 **D. Regular Rate Violation – Overtime, Meal Premiums, and Sick Time**

2 23. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed and continues to fail
3 to accurately calculate and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for
4 their overtime worked, meal and period premiums and sick pay. DEFENDANT systematically,
5 unlawfully and unilaterally failed to accurately calculate minimum and overtime wages for time
6 worked by PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying
7 these employees the correct compensation. As a result, PLAINTIFF and the other members of the
8 CALIFORNIA CLASS forfeited wages due them for working without compensation at the correct
9 overtime, meal and rest period premiums and sick pay rates. DEFENDANT’s uniform policy and
10 practice to not pay the members of the CALIFORNIA CLASS the correct overtime rate for all
11 overtime worked, meal and rest period premiums, and sick pay in accordance with applicable law is
12 evidenced by DEFENDANT’s business records.

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

17 25. The second component of PLAINTIFF’s and other CALIFORNIA CLASS Members’
18 compensation was DEFENDANT’s non-discretionary incentive compensation that paid PLAINTIFF
19 and other CALIFORNIA CLASS Members incentive wages based on their performance for
20 DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly
21 basis with incentive compensation when the employees met the various performance goals set by
22 DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime, meal and
23 rest period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members,
24 DEFENDANT failed to include the incentive compensation as part of the employees’ “regular rate of
25 pay”. Management and supervisors described the incentive program to potential and new employees
26 as part of the compensation package. As a matter of law, the incentive compensation received by
27 PLAINTIFF and other CALIFORNIA CLASS Members must be included in the “regular rate of pay.”
28 The failure to do so has resulted in a systematic underpayment of overtime compensation, meal and

1 rest period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by
2 DEFENDANT. Additionally. Pursuant to the Industrial Welfare Commission Wage Orders,
3 DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their
4 time worked, meaning the time during which an employee is subject to the control of an employer,
5 including all the time the employee is suffered or permitted to work. DEFENDANT required
6 PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they
7 were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
8 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was
9 from time to time interrupted by work assignments. As a result, the PLAINTIFF and other
10 CALIFORNIA CLASS Members forfeited overtime compensation by working without their time
11 being accurately recorded and without compensation at the applicable overtime rates.
12 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS
13 Members for all time worked is evidenced by DEFENDANT's business records

14 **E. Plaintiff's Individual Claims**

15 26. PLAINTIFF was employed by DEFENDANTS from June of 2021 to July of 2021.

16 27. PLAINTIFF was under an employment contract from June of 2021 until November of
17 2021.

18 28. On July 27, 2021, PLAINTIFF was terminated from her employment. PLAINTIFF was
19 suffering from a disability at the time of her termination.

20 29. PLAINTIFF is informed and believes, and upon such information and belief alleges, that,
21 during PLAINTIFF's employment with DEFENDANT and at the time of her termination, PLAINTIFF
22 was treated differently and unfairly by DEFENDANTS and its agents, all in discrimination against
23 PLAINTIFF because of her disability.

24 30. On or around June 25, 2021, PLAINTIFF requested a leave of absence from
25 DEFENDANT due to her disability. Specifically, PLAINTIFF requested a leave of absence after her
26 request for a more comfortable chair to accommodate her medical disability was denied. Because her
27 request for a more comfortable chair was denied, Plaintiff sustained sores shortly thereafter resulting
28 in her submitting a note from her physician requesting a leave of absence to her supervisor.

1 PLAINTIFF’S leave of absence was anticipated to begin the same day and was to last for approximately
2 three (3) days.

3 31. On or around the end of July of 2021, PLAINTIFF received a call from DEFENDANTS
4 who indicated that PLAINTIFF was no longer needed in the facility and to return home to North
5 Carolina. DEFENDANTS terminated PLAINTIFF’s employment on July 27, 2021, and PLAINTIFF
6 returned to North Carolina on July 29, 2021.

7 32. PLAINTIFF is informed and believes, and upon such information and belief alleges that,
8 DEFENDANTS’ conduct in terminating PLAINTIFF before the end of the contract term after she
9 previously requested administrative leave and subsequently terminating her employment shortly after
10 she requested medical disability leave, was part of DEFENDANTS’ pattern of behavior aimed at
11 discriminating against PLAINTIFF for taking a medical disability leave.

12 33. PLAINTIFF filed a complaint with the California Department of Fair Employment and
13 Housing and received a “right to sue” letter on XXX, 2021, thereby exhausting her administrative
14 remedies.

15 **F. CLASS ACTION ALLEGATIONS**

16 34. PLAINTIFF brings the First through Seventh Causes of Action as a class action pursuant
17 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS’ current and former
18 non-exempt California employees (“CALIFORNIA CLASS”) during the period beginning four years
19 prior to the filing of the Complaint and ending on a date determined by the Court (“CLASS PERIOD”).

20 35. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
21 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
22 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
23 and rest period policies, failure to separately compensate rest periods, failure to provide accurate
24 itemized wage statements, failure to maintain required records, and interest, statutory and civil
25 penalties, attorney’s fees, costs, and expenses.

26 36. The members of the class are so numerous that joinder of all class members is impractical.

27 37. Common questions of law and fact regarding DEFENDANTS’ conduct, including but not
28 limited to, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay

1 for overtime compensation, failure to accurately calculate the regular rate of compensation for missed
2 meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to
3 provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
4 minimum wage and overtime, exist as to all members of the class and predominate over any questions
5 affecting solely any individual members of the class. Among the questions of law and fact common to
6 the class are:

- 7 a. Whether DEFENDANTS maintained legally compliant meal period
8 policies and practices;
- 9 b. Whether DEFENDANTS maintained legally compliant rest period
10 policies and practices;
- 11 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
12 CALIFORNIA CLASS Members accurate premium payments for missed
13 meal and rest periods;
- 14 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
15 CALIFORNIA CLASS Members accurate overtime wages;
- 16 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
17 CALIFORNIA CLASS Members at least minimum wage for all hours
18 worked;
- 19 f. Whether DEFENDANTS issued legally compliant wage statements;
- 20 g. Whether DEFENDANTS committed an act of unfair competition by
21 systematically failing to record and pay PLAINTIFF and the other members
22 of the CALIFORNIA CLASS for all time worked;
- 23 h. Whether DEFENDANTS committed an act of unfair competition by
24 systematically failing to record all meal and rest breaks missed by
25 PLAINTIFF and other CALIFORNIA CLASS Members, even though
26 DEFENDANTS enjoyed the benefit of this work, required employees to
27 perform this work and permits or suffers to permit this work;
- 28 i. Whether DEFENDANTS committed an act of unfair competition in

1 violation of the UCL, by failing to provide the PLAINTIFF and the other
2 members of the CALIFORNIA CLASS with the legally required meal and
3 rest periods.

4 38. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
5 of DEFENDANTS' conduct and actions alleged herein.

6 39. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
7 interests as the other members of the class.

8 40. PLAINTIFF will fairly and adequately represent and protect the interests of the
9 CALIFORNIA CLASS Members.

10 41. PLAINTIFF retained able class counsel with extensive experience in class action
11 litigation.

12 42. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
13 of the other CALIFORNIA CLASS Members.

14 43. There is a strong community of interest among PLAINTIFF and the members of the
15 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
16 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

17 44. The questions of law and fact common to the CALIFORNIA CLASS Members
18 predominate over any questions affecting only individual members, including legal and factual issues
19 relating to liability and damages.

20 45. A class action is superior to other available methods for the fair and efficient adjudication
21 of this controversy because joinder of all class members is impractical. Moreover, since the damages
22 suffered by individual members of the class may be relatively small, the expense and burden of
23 individual litigation makes it practically impossible for the members of the class individually to redress
24 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
25 statutory and other legal questions within the class format, prosecution of separate actions by individual
26 members of the CALIFORNIA CLASS will create the risk of:

27 a. Inconsistent or varying adjudications with respect to individual members of the
28 CALIFORNIA CLASS which would establish incompatible standards of conduct for the

1 parties opposing the CALIFORNIA CLASS; and/or,

2 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
3 which would as a practical matter be dispositive of the interests of the other members not
4 party to the adjudication or substantially impair or impeded their ability to protect their
5 interests.

6 46. Class treatment provides manageable judicial treatment calculated to bring an efficient
7 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
8 DEFENDANTS.

9 **FIRST CAUSE OF ACTION**

10 **For Unlawful Business Practices**

11 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

12 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

15 48. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
16 17021.

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

20 Any person who engages, has engaged, or proposes to engage in unfair
21 competition may be enjoined in any court of competent jurisdiction. The
22 court may make such orders or judgments, including the appointment of a
23 receiver, as may be necessary to prevent the use or employment by any
24 person of any practice which constitutes unfair competition, as defined in
25 this chapter, or as may be necessary to restore to any person in interest any
26 money or property, real or personal, which may have been acquired by
27 means of such unfair competition.

28 Cal. Bus. & Prof. Code § 17203.

1 50. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
2 CLASS Members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
3 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
4 “UCL”), by engaging and continuing to engage in business practices which violates California law,
5 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
6 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
7 1197, 1197.1, 1198, & 2802 for which this Court should issue declaratory and other equitable relief
8 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
9 held to constitute unfair competition, including restitution of wages wrongfully withheld.

10 51. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that
11 these practices violated public policy, were immoral, unethical, oppressive, unscrupulous, or
12 substantially injurious to employees, and were without valid justification or utility for which this Court
13 should issue equitable and injunctive relief pursuant to Section 17203 of the California Business &
14 Professions Code, including restitution of wages wrongfully withheld.

15 52. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
16 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
17 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
18 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
19 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
20 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
21 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
22 restitution of wages wrongfully withheld.

23 53. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair, and
24 deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the other members of
25 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

26 54. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair, and
27 deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to, *inter alia*,
28 provide the legally mandated meal and rest periods, the required accurate amount of compensation for

1 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
2 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
3 Labor Code.

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

8 56. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA
9 CLASS Member, one (1) hour of pay for each workday in which an off duty paid rest period was not
10 timely provided as required by law.

11 57. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
12 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
13 calculated overtime and missed meal and rest periods premiums.

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

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

25 60. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
26 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
27 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
28 deprived, by means of the above described unlawful and unfair business practices, including earned but

1 unpaid wages for all overtime worked.

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

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

13 **SECOND CAUSE OF ACTION**

14 **For Failure to Pay Overtime Compensation**

15 **[Cal. Lab. Code §§ 510, *et seq.*]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

19 64. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period
20 beginning four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a
21 claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and the
22 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees for
23 all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve
24 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

27 66. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
28 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they

1 receive additional compensation beyond their regular wages in amounts specified by law.

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

6 68. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were
7 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked
8 or were not accurately compensated for all overtime hours worked.

9 69. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
10 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
11 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
12 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFF and the other
13 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
14 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
15 in any workweek.

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

22 71. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
24 all overtime worked.

25 72. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
26 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
27 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
28 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude

1 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
2 behalf of herself, and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
3 negotiable, non-waivable rights provided by the State of California.

4 73. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
5 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
6 wages.

7 74. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
8 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
9 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
10 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
11 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
12 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

13 75. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
14 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
15 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
16 suffer an economic injury in amounts which are presently unknown to them, and which will be
17 ascertained according to proof at trial.

18 76. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
19 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
20 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
21 employees for their labor as a matter of uniform company policy, practice and procedure, and
22 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
23 members of the CALIFORNIA CLASS for overtime worked.

24 77. In performing the acts and practices herein alleged in violation of California labor laws,
25 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
26 them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally,
27 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
28 with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the

1 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
2 in order to increase company profits at the expense of these employees.

3 78. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
4 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as
5 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment,
8 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals
9 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
10 herein on behalf of these CALIFORNIA CLASS Members. DEFENDANTS' conduct as alleged herein
11 was willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
12 Members are entitled to seek and recover statutory costs.

13 **THIRD CAUSE OF ACTION**

14 **For Failure to Pay Minimum Wages**

15 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

19 80. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
20 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
21 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay
22 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members during the CLASS PERIOD.

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

25 82. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
26 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
27 minimum so fixed is unlawful.

28 83. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including

1 minimum wage compensation and interest thereon, together with the costs of suit.

2 84. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
3 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
4 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
5 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
6 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
7 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
8 of the CALIFORNIA CLASS.

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

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

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

21 88. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
22 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
23 wages.

24 89. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
25 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
27 suffer an economic injury in amounts which are presently unknown to them, and which will be
28 ascertained according to proof at trial.

1 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

2 94. During the CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the
3 legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
4 required by the applicable Wage Order and Labor Code. The nature of the work performed by
5 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being relieved
6 of all their duties for the legally required off-duty meal periods. As a result of their rigorous work
7 schedules, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time not fully
8 relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to
9 provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior
10 to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time.
11 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
12 second off-duty meal period in some workdays in which these employees were required by
13 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the
14 CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
15 accordance with DEFENDANTS' strict corporate policy and practice.

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

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

24 **FIFTH CAUSE OF ACTION**

25 **For Failure to Provide Required Rest Periods**

26 **[Cal. Lab. Code §§ 226.7 & 512]**

27 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

28 97. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and

1 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

2 98. During the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members
3 were from time to time required to work in excess of four (4) hours without being provided ten (10)
4 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)
5 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
6 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
7 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
8 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
9 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
10 CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS
11 and DEFENDANTS' managers.

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

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

20 **SIXTH CAUSE OF ACTION**

21 **For Failure to Provide Accurate Itemized Statements**

22 **[Cal. Lab. Code §§ 226 and 226.2]**

23 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

26 102. Cal. Labor Code § 226 provides that an employer must furnish employees with an
27 "accurate itemized" statement in writing showing:

- 28 1. Gross wages earned;

1 2. Total hours worked by the employee, except for any employee
2 whose compensation is solely based on a salary and who is exempt from
3 payment of overtime under subdivision (a) of Section 515 or any applicable
4 order of the Industrial Welfare Commission;

5 3. The number of piece-rate units earned and any applicable piece rate
6 if the employee is paid on a piece-rate basis;

7 4. All deductions, provided that all deductions made on written orders
8 of the employee may be aggregated and shown as one item;

9 5. Net wages earned;

10 6. The inclusive dates of the period for which the employee is paid,

11 7. The name of the employee and his or her social security number,
12 except that by January 1, 2008, only the last four digits of his or her social
13 security number or an employee identification number other than a social
14 security number may be shown on the itemized statement,

15 8. The name and address of the legal entity that is the employer, and

16 9. All applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee.

18 103. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the
19 other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed
20 to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3)
21 gross wages earned; (4) the correct name and address of the legal entity that is the employer; and (5)
22 the last four (4) digits of employee's social security number or an employee identification number all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
24 at each hourly rate by the employee in violation of California Labor Code Section 226(a).

25 104. Further, DEFENDANTS violated California Labor Code Section 226(a)(8) by failing to
26 provide the name and address of the legal entity that is the employer. In addition to the foregoing,
27 DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the
28 CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

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

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

13 110. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
14 employment contract.

15 111. Cal. Lab. Code § 203 provides:

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

22 112. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated,
23 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
24 breaks, as required by law.

25 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
26 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty days of pay
27 as penalty for not paying all wages due at time of termination for all employees who terminated
28

1 employment during the CLASS PERIOD and demands an accounting and payment of all wages due,
2 plus interest and statutory costs as allowed by law.

3 **EIGHTH CAUSE OF ACTION**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 **(By PLAINTIFF and against all DEFENDANTS)**

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

8 115. PLAINTIFF's wrongful termination on or about July 27, 2021 was for a pretextual
9 reason(s) to disguise DEFENDANTS' unlawful employment practices directed at PLAINTIFF.

10 116. Within the State of California there exists a substantial and fundamental public policy,
11 set forth in the California Government Code §12900 et seq., which forbids disability
12 harassment/discrimination, retaliation, and wrongful termination. Unlawful harassment includes the
13 right to be free from unwanted, offensive harassment, and the right to protest such conduct without fear
14 of retaliation or further harm. This public policy of the state is one that benefits the public at large and
15 guarantees the rights of an employee to perform their work free from disability
16 harassment/discrimination/retaliation.

17 117. The motivating reason(s) for PLAINTIFF's termination was disability
18 harassment/discrimination and PLAINTIFF's protests and/or resistance thereof. PLAINTIFF's
19 discharge from her position of employment was in violation of the public policies of the State of
20 California.

21 118. In retaliation for complaining to DEFENDANT and requesting that DEFENDANT
22 provide PLAINTIFF with a new, more comfortable chair to accommodate her disability, as set forth
23 herein, PLAINTIFF was retaliated against and wrongfully discharged from employment, in violation
24 of Cal. Lab. Code § 98.6.

25 119. As set forth in detail above, PLAINTIFF's direct supervisor committed violations of
26 Federal and California laws, and when PLAINTIFF complained of such violations to DEFENDANT,
27 PLAINTIFF was subsequently terminated in retaliation just weeks later.

1 120. In or around June 2021, PLAINTIFF engaged in a protected activity by submitting to
2 DEFENDANT a note from her physician indicating her need to take a leave of absence because
3 PLAINTIFF had suffered sores on her body due to the uncomfortable chair provided by
4 DEFENDANTS.

5 121. Subsequent to PLAINTIFF's participation in protective activity by requesting a medical
6 leave of absence to DEFENDANT, DEFENDANT subjected PLAINTIFF to adverse employment
7 actions by retaliating against her. Specifically, after PLAINTIFF requested a leave of absence,
8 DEFENDANT terminated PLAINTIFF's employment with DEFENDANT. As a result, there is a
9 causal link between the protected activity and DEFENDANT's decision to terminate her employment,
10 which is against public policy.

11 122. Cal. Labor Code § 1102.5 and Government Code §§ 12900, et seq. prohibit an employer
12 from taking an adverse employment action against an employee, including terminating an employee's
13 employment, for raising complaints of illegality and/or belief that the employee may disclose illegality.

14 123. Cal. Labor Code § 6310 prohibits discrimination against employees for exercising their
15 rights by complaining of illegal practices.

16 124. As a result of DEFENDANTS' actions, PLAINTIFF has suffered substantial losses in
17 earnings and employment benefits and emotional distress in an amount to be determined according to
18 proof at trial.

19 125. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and
20 with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and
21 punitive damages from DEFENDANT in an amount to be determined to punish DEFENDANT and to
22 deter such wrongful conduct in the future.

23 126. PLAINTIFF was harmed by DEFENDANT'S wrongful and illegal termination of her
24 employment.

25 127. The wrongful termination of the employment of PLAINTIFF was and is a substantial
26 factor causing harm to PLAINTIFF.

1 137. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
2 DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including
3 PLAINTIFF, for raising complaints of illegality and/or belief that the employee may disclose illegality.

4 138. At all relevant times, Government Code section 12900 was in effect and was binding on
5 DEFENDANT. This statute prohibits DEFENDANT from committing unlawful employment practices,
6 including retaliating against PLAINTIFF for seeking to exercise rights guaranteed under FEHA,
7 participating in protected activities, and/or opposing DEFENDANT'S failure to provide such rights.

8 139. PLAINTIFF raised complaints of illegality while she worked for DEFENDANT, and
9 DEFENDANT retaliated against her by taking adverse employment actions including employment
10 termination against her.

11 140. As a proximate result of DEFENDANT'S willful, knowing, and intentional violation(s)
12 of Labor Code section 1102.5 and Government Code section 12900, PLAINTIFF has suffered and
13 continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her
14 damage in a sum according to proof.

15 141. As a result of DEFENDANT'S adverse employment actions against PLAINTIFF,
16 PLAINTIFF has suffered general and special damages in sums according to proof.

17 142. DEFENDANT'S misconduct was committed intentionally, in a malicious, oppressive
18 manner, and fraudulent manner, entitling PLAINTIFF to punitive damages against DEFENDANT.

19 143. PLAINTIFF filed a complaint with the Department of Fair Employment & Housing
20 ("DFEH"), and received Right to Sue on XXX. (See Exhibit #X).

21 **ELEVENTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**

23 **(By PLAINTIFF and against all DEFENDANTS)**

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

26 145. At all times herein mentioned, FEHA, Government Code section 12940(a), (i), (m), and
27 (n), was in full force and effect and was binding on defendants. This statute requires defendants to
28 provide reasonable accommodations to known disabled employees. Within the time provided by law,

1 plaintiff filed a complaint with the DFEH, in full compliance with administrative requirements, and
2 received a right-to-sue letter.

3 146. DEFENDANT wholly failed to attempt any reasonable accommodation of PLAINTIFF's
4 known disability. DEFENDANT used PLAINTIFF's disability and her need to sit in a more
5 comfortable chair as an excuse for terminating plaintiff's employment.

6 147. PLAINTIFF believes and on that basis, alleges that her disability and the need to
7 accommodate her disability were substantial motivating factors in DEFENDANT's termination of her
8 employment.

9 148. As a proximate result of DEFENDANT's willful, knowing, and intentional misconduct,
10 PLAINTIFF has sustained and continues to sustain substantial losses of earnings and other employment
11 benefits.

12 149. As a proximate result of DEFENDANT's willful, knowing, and intentional misconduct,
13 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and
14 mental pain and anguish, all to her damage in a sum according to proof.

15 150. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
16 Pursuant to Government Code section 12965(b), PLAINTIFF is entitled to recover reasonable
17 attorneys' fees and costs (including expert costs) in an amount according to proof.

18 DEFENDANT's misconduct was committed intentionally, in a malicious, despicable, oppressive
19 manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANTS.

20 **TWELFTH CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

22 **(By PLAINTIFF and against all DEFENDANTS)**

23 151. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
24 the prior paragraphs of this Complaint.

25 152. PLAINTIFF entered into an employment agreement with DEFENDANT which entitled
26 PLAINTIFF to employment with DEFENDANTS through November 2021.

27 153. Moreover, the agreement provided that DEFENDANTS would pay PLAINTIFF
28 compensation of ninety (\$90.00) dollars per hour.

1 154. Pursuant to the agreement, PLAINTIFF performed work for DEFENDANT and at all
2 times stood ready to perform all the obligations to DEFENDANT which PLAINTIFF undertook in the
3 agreement.

4 155. However, DEFENDANTS breached the agreement by failing, neglecting, and refusing
5 to provide PLAINTIFF work and pay in accordance with the agreement.

6 156. As a direct and foreseeable result of DEFENDANT's breach of the agreement,
7 PLAINTIFF has suffered monetary damages.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 1. On behalf of the CALIFORNIA CLASS:

4 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
5 a class action pursuant to Cal. Code of Civ. Proc. § 382;

6 B) An order temporarily, preliminarily and permanently enjoining and restraining
7 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

8 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
9 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

10 D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for
11 restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other
12 members of the CALIFORNIA CLASS.

13 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh, Causes of
14 Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
15 382;

16 1. Compensatory damages, according to proof at trial, including compensatory
17 damages for minimum wage compensation, and overtime compensation due to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable
19 CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

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

25 3. Meal and rest period compensation pursuant to California Labor Code Section
26 226.7, 512 and the applicable IWC Wage Order;

27 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
28 1197; and

1 5. The wages of all terminated employees as a penalty from the due date thereof at
2 the same rate until paid or until an action therefore is commenced, in accordance with
3 Cal. Lab. Code § 203.

4 2. On Plaintiff's Eighth, Ninth, Tenth, Eleventh, and Twelfth Causes of Action


- 5 a. For all special damages which were sustained as a result of DEFENDANTS' conduct,
6 including but not limited to, back pay, front pay, lost compensation and job benefits that
7 PLAINTIFF would have received but for the practices of DEFENDANTS;
8 b. For all exemplary damages, according to proof, which were sustained as a result of
9 DEFENDANTS' conduct;
10 c. An award of interest, including prejudgment interest at the legal rate;
11 d. Such other and further relief as the Court deems just and equitable; and
12 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

13 3. On all claims:

- 14 A) An award of interest, including prejudgment interest at the legal rate;
15 B) Such other and further relief as the Court deems just and equitable; and,
16 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
17 including, but not limited to, pursuant to Labor Code §226, §1194, and/ or §2699 *et seq.*

18
19 Dated: September 20, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.


20
21 By: 
22 Jean-Claude Lapuyade
23 Attorneys for PLAINTIFF
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a jury trial on all issues triable to a jury.

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4 Dated: September 20, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

5
6 By: 
7 Jean-Claude Lapuyade
8 Attorneys for PLAINTIFF
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7021 0350 0000 8465 2935

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OFFICIAL USE

Certified Mail Fee	\$ _____
Extra Services & Fees (check box, add fee as appropriate)	
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark
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Anderson
9.20.21

Postage	\$ _____
Total Postage and Fees	\$ _____

Sent To	BARTON ASSOC.
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BARTON MEYERS ASSOCIATES.
 40 BARTON MEYERS
 949 TORO CANYON RD.
 SANTA BARBARA, CA 93108



9590 9402 6744 1060 3012 26

2. Article Number (Transfer from service label)

7021 0350 0000 8465 2960

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Handwritten Signature]

Agent

Address

B. Received by (Printed Name)

C. Date of Delivery

9-24-20

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Anderson 9.20.21

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
(J)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BARTON ASSOCIATES dba Barton
 Medical
 c/o Nat'l Registered Agents
 330 N. Brand Blvd, # 700
 Glendale, CA 91203



9590 9402 6744 1060 3012 57

2. Article Number (Transfer from service label)

7021 0350 0000 8465 3011

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

NDS

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

SEP 27 2021

Anderson Service
Delivery Service

3. Service Type

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- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Mail Restricted Delivery (0)