

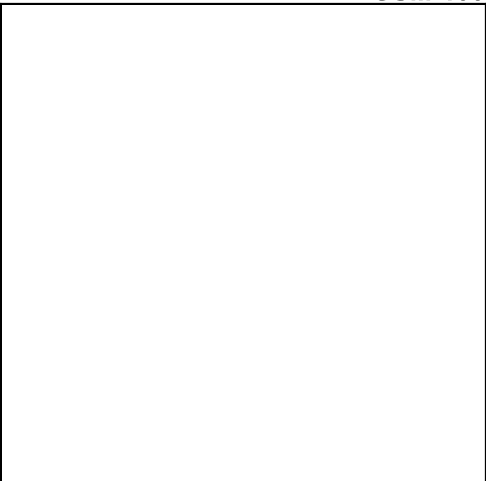
SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

INLAND VALLEY PARTNERS, LLC; and Does 1 through 50, Inclusive,

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

INEZ PARQUETTE, an individual, on behalf of herself, and on behalf of all other aggrieved employees,



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):
22STCV04406

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):
Shani O. Zakay, Esq. SBN:2277924 Tel: (619) 255-9047 Fax: (858) 404-9203
Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 02/04/2022
(Fecha)

Clerk, by J. Covarrubias, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

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):



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Attorneys for Plaintiff INEZ PARQUETTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

INEZ PARQUETTE, an individual, on behalf
of herself, and on behalf of all other aggrieved
employees,

PLAINTIFFS,

vs.

INLAND VALLEY PARTNERS, LLC; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No.: 22STCV04406

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT AT
LABOR CODE SECTIONS 2698, et
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff INEZ PARQUETTE (“PLAINTIFF”) on behalf of the people of the State of
2 California and as “aggrieved employees” acting as a private attorney general under the Labor Code
3 Private Attorney General Action of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against INLAND VALLEY PARTNERS, LLC
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does
12 not seek underlying general and/or special damages for those violations in this action, but simply
13 the civil penalties permitted by California Labor Code § 2699. Notwithstanding, PLAINTIFF is
14 not abandoning her right to pursue her individual claims for, *inter alia*, DEFENDANT’s alleged
15 wage violations, and/or general or special damages arising from those violations, and she fully
16 intends to, at a future date, pursue claims for those individual claims and damages.

17 2. California has enacted the PAGA to permit an individual to bring an action on
18 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
19 nature of this action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
21 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
22 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
23 complaint should be construed as attempting to obtain any relief that would not be available in a
24 PAGA-only action.

25 **THE PARTIES**

26 4. Defendant INLAND VALLEY PARTNERS, LLC (“DEFENDANT”) is a
27 California limited liability company that at all relevant times mentioned herein conducted and
28

1 continues to conduct substantial business in the State of California, county of Los Angeles, and
2 operates a medical facility.

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

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

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

1 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
2 employee a wage less than the minimum fixed by California state law, and as such, are subject to
3 civil penalties for each underpaid employee.

4 9. PLAINTIFF has worked for DEFENDANTS since April of 2021. During that time
5 period, PLAINTIFF worked as a non-exempt employee, paid on an hourly basis and entitled to
6 certain bonuses, overtime pay and legally complaint meal and rest periods.

7 10. PLAINTIFF, and such persons that may be added from time to time who satisfy the
8 requirements and exhaust the administrative procedures under the Private Attorney General Act,
9 bring this Representative Action on behalf of the State of California with respect to herself and all
10 individuals who are or previously were employed by DEFENDANT as non-exempt employees in
11 California (the "AGGRIEVED EMPLOYEES") during the time period of November 24, 2021
12 until the present (the "PAGA PERIOD").

13 11. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
14 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699, *et seq.* seeking penalties for DEFENDANT'S violation of
16 California Labor Code §§ 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1102.5, 1194, 1197,
17 1197.1, 1198 1198.5 & 2802, and the applicable Wage Order. Based upon the foregoing,
18 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
19 of Labor Code § 2699, *et seq.*

20 **JURISDICTION AND VENUE**

21 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10.

23 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
25 maintained offices and facilities in this County and/or conducts substantial business in this County,
26 and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF and
27 the AGGRIEVED EMPLOYEES.

1 **THE CONDUCT**

2 14. In violation of the applicable sections of the California Labor Code and the
3 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
4 matter of company policy, practice and procedure, intentionally, knowingly and systematically
5 failed to provide legally compliant meal and rest periods, failed to accurately compensate
6 PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed meal and rest periods, failed
7 to pay PLAINTIFF and other AGGRIEVED EMPLOYEES at the correct regular rate of pay,
8 failed to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all time worked, and
9 failed to issue to PLAINTIFF and the other AGGRIEVED EMPLOYEES with accurate itemized
10 wage statements showing, among other things, all applicable hourly rates in effect during the pay
11 periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS'
12 uniform policies and practices are intended to purposefully avoid the accurate and full payment
13 for all time worked as required by California law which allows DEFENDANTS to illegally profit
14 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
15 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the
16 PAGA PERIOD should be adjusted accordingly.

17 **A. Meal Period Violations**

18 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
19 were required to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all their time
20 worked, meaning the time during which an employee is subject to the control of an employer,
21 including all the time the employee is suffered or permitted to work. From time-to-time during
22 the PAGA PERIOD, DEFENDANTS required PLAINTIFF and other AGGRIEVED
23 EMPLOYEES to work without paying them for all the time they were under DEFENDANTS'
24 control. Specifically, as a result of PLAINTIFF's demanding work requirements and
25 DEFENDANTS' understaffing, DEFENDANTS required PLAINTIFF to work while clocked out
26 during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time
27 to time interrupted by work assignments while clocked out for what should have been
28 PLAINTIFF's off-duty meal break. Indeed, there were rarely days where PLAINTIFF and other

1 AGGRIEVED EMPLOYEES would even receive a partial lunch. As a result, the PLAINTIFF
2 and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime wages by regularly
3 working without their time being accurately recorded and without compensation at the applicable
4 minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay
5 PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is evidenced by
6 DEFENDANTS' business records.

7 16. From time-to-time during the PAGA PERIOD, as a result of their rigorous work
8 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty
10 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
11 AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by
12 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
13 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and other AGGRIEVED
14 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
15 were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature
16 of the work performed by the PLAINTIFF and other AGGRIEVED EMPLOYEES does not
17 qualify for limited and narrowly construed "on-duty" meal period exception. PLAINTIFF and
18 other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional
19 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

20 **B. Rest Period Violations**

21 17. From time-to-time during the PAGA PERIOD, PLAINTIFF and other
22 AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4)
23 hours without being provided ten (10) minute rest periods as a result of their rigorous work
24 schedules and DEFENDANTS' inadequate staffing. Further, for the same reasons these
25 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
26 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
28 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)

1 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
2 other AGGRIEVED EMPLOYEES were required to remain on the premises, on duty, and on call.
3 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages
4 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
5 EMPLOYEES were from time to time denied their proper rest periods by DEFENDANTS and
6 DEFENDANTS' managers.

7 **C. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
8 **and Sick Pay**

9 18. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue
10 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for
11 their overtime and double time hours worked, meal and rest period premiums, and sick pay. As a
12 result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for
13 working overtime without compensation at the correct overtime and double time rates, meal and
14 rest period premiums, and sick pay rates. DEFENDANTS' uniform policy and practice to not pay
15 the AGGRIEVED EMPLOYEES the correct rate for all overtime and double time worked, meal
16 and rest period premiums, and sick pay in accordance with applicable law is evidenced by
17 DEFENDANTS' business records.

18 19. State law provides that employees must be paid overtime at one-and-one-half times
19 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were
20 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
21 employee's performance.

22 20. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
23 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
24 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
25 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
26 basis with bonus compensation when the employees met the various performance goals set by
27 DEFENDANTS.
28

1 21. However, from-time-to-time, when calculating the regular rate of pay, in those pay
2 periods where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double
3 time, paid meal and rest period premium payments, and/or paid sick pay, and earned non-
4 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
5 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
6 rather than just all non-overtime hours worked. Management and supervisors described the
7 incentive/bonus program to potential and new employees as part of the compensation package. As
8 a matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
9 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in
10 a systematic underpayment of overtime and double time compensation, meal and rest period
11 premiums, and sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES by
12 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for
13 non-employees shall be calculated in the same manner as the regular rate of pay for the workweek
14 in which the non-exempt employee uses paid sick time, whether or not the employee actually
15 works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to
16 include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay
17 compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable
18 under Cal. Labor Code Sections 201, 202, 203 and/or 204.

19 22. In violation of the applicable sections of the California Labor Code and the
20 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
21 matter of company policy, practice and procedure, intentionally and knowingly failed to
22 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the correct rate of pay for
23 all overtime and double time worked, meal and rest period premiums, and sick pay. This uniform
24 policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the correct
25 overtime and double time compensation, meal and rest period premiums, and sick pay as required
26 by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage
27 over competitors who complied with the law. To the extent equitable tolling operates to toll claims
28

1 by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be
2 adjusted accordingly.

3 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

4 23. During the PAGA PERIOD, from time-to-time DEFENDANTS failed and continue
5 to fail to accurately pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all hours
6 worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other
7 AGGRIEVED EMPLOYEES to perform off-the-clock work. Notwithstanding, from time-to-time
8 DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES necessary
9 wages for attending for performing work at DEFENDANTS' direction, request and benefit, while
10 off-the clock pre-shift and during meal periods.

11 24. During the PAGA PERIOD, from time-to-time DEFENDANTS required
12 PLAINTIFF and other AGGRIEVED EMPLOYEES to perform pre-shift work, including but not
13 limited to answering Covid-19 health screening questions.

14 25. During the PAGA PERIOD, from time-to-time DEFENDANTS required
15 PLAINTIFF and other AGGRIEVED EMPLOYEES to remain available for work-related
16 communications while off-the-clock.

17 26. DEFENDANTS directed and directly benefited from the uncompensated off-the-
18 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

19 27. DEFENDANTS controlled the work schedules, duties, protocols, applications,
20 assignments and employment conditions of PLAINTIFF and the other AGGRIEVED
21 EMPLOYEES.

22 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
23 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
24 or pay PLAINTIFF and the other AGGRIEVED EMPLOYEES all wages earned and owed for all
25 the work they performed, including off-the-clock work.

26 29. PLAINTIFF and the other AGGRIEVED EMPLOYEES were non-exempt
27 employees, subject to the requirements of the California Labor Code.

1 30. DEFENDANTS’ policies and practices deprived PLAINTIFF and the other
2 AGGRIEVED EMPLOYEES of all minimum, regular, overtime, and double time wages owed for
3 the off-the-clock work activities and their required meal periods. Because PLAINTIFF and the
4 other AGGRIEVED EMPLOYEES typically worked over 40 hours in a workweek, and more than
5 eight (8) hours per day, DEFENDANTS’ policies and practices also deprived them of overtime
6 pay.

7 31. DEFENDANTS knew or should have known that PLAINTIFF and the other
8 AGGRIEVED EMPLOYEES’ off-the-clock work was compensable under the law.

9 32. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
10 wages due them for all hours worked at DEFENDANTS’ direction, control and benefit for the
11 time spent attending required meetings and sales trainings. DEFENDANTS’ uniform policy and
12 practice to not pay PLAINTIFF and the AGGRIEVED EMPLOYEES wages for all hours worked
13 in accordance with applicable law is evidenced by DEFENDANTS’ business records.

14 **E. Wage Statement Violations**

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

23 34. From time to time during the PAGA PERIOD, when PLAINTIFF and other
24 AGGRIEVED EMPLOYEES missed meal and rest breaks, were paid inaccurate missed meal and
25 rest period premiums, were paid overtime in the same pay period where they earned a bonus, or
26 were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFF and the
27 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
28 show, among other things, all applicable hourly rates in effect during the pay period and the

1 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty
2 payments or missed meal and rest periods.

3 35. In addition to the violations described above, DEFENDANTS, from time to time,
4 failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that
5 comply with Cal. Lab. Code § 226, and specifically DEFENDANTS failed to include the correct
6 total number of hours worked on the wage statements.

7 36. As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED
8 EMPLOYEES with wage statements that failed to comply with Cal. Lab. Code § 226. Further,
9 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an
10 unintentional payroll error due to clerical or inadvertent mistake.

11 **FIRST CAUSE OF ACTION**

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

13 **[Cal. Lab. Code §§ 2698 et seq.]**

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

15 37. PLAINTIFF realleges and incorporate by this reference, as though fully set forth
16 herein, the prior paragraphs of this Complaint.

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

26 44. PLAINTIFF, and such persons that may be added from time to time who satisfy the
27 requirements and exhaust the administrative procedures under the Private Attorney General Act,
28

1 bring this Representative Action on behalf of the State of California with respect to herself and all
2 individuals who are or previously were employed by DEFENDANT as non-exempt employees in
3 California during the time period of November 24, 2020 until the present (the "AGGRIEVED
4 EMPLOYEES").

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

13 46. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because Defendant (a) failed to pay PLAINTIFF and other AGGRIEVED
15 EMPLOYEES minimum wages and overtime wages, (b) failed to provide PLAINTIFF and other
16 AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay PLAINTIFF
17 and other AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay
18 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all time worked, and (e) failed to
19 provide accurate itemized wage statements, all in violation of the applicable Labor Code sections
20 listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 202, 203, 204, 210,
21 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198 1198.5 & 2802, and the applicable
22 Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct.
23 PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private
24 Attorney General Act of 2004 as the representative of the State of California for the illegal conduct
25 perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

26 47. Some or all of the conduct and violations alleged herein occurred during the PAGA
27 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
28

1 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
2 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
3 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
4 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by **at least one** Labor
5 Code violation committed by an employer—to **pursue penalties for all the Labor Code**
6 **violations committed by that employer.**”], Emphasis added, reh'g denied (June 13, 2018).)


7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly
9 and severally, as follows:

- 10 1. On behalf of the State of California and with respect to all AGGRIEVED
11 EMPLOYEES:
- 12 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
13 General Act of 2004; and
 - 14 b. An award of penalties, attorneys’ fees and costs of suit, as allowable under the law.

15 Dated: February 4, 2022

JCL LAW FIRM, APC

17 
18 _____
Eduardo Garcia
Attorney for PLAINTIFF

19
20 **DEMAND FOR A JURY TRIAL**

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

22
23 DATED: February 4, 2022

JCL LAW FIRM, APC


24
25 
26 _____
Eduardo Garcia
Attorney for PLAINTIFF

EXHIBIT 1



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November 24, 2021

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

INLAND VALLEY PARTNERS, LLC

c/o Phillip Chase
3075 E. Thousand Oaks Blvd.
Westlake Village, CA 91362

Via Certified Mail with Return Receipt No. 7021 2720 0000 9972 6129

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 INEZ PARQUETTE (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant INLAND VALLEY PARTNERS, LLC (“Defendant”). Plaintiff has been employed by Defendant in California since April 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 in California 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, Defendant is on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

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

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

Very truly yours,
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

Enclosure (1)

JCL LAW FIRM, APC

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Attorneys for Plaintiff INEZ PARQUETTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

INEZ PARQUETTE, individually and on behalf of all persons similarly situated

PLAINTIFFS,

vs.

INLAND VALLEY PARTNERS, LLC; 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;

1 7. FAILURE TO PAY WAGES WHEN DUE
2 IN VIOLATION OF CAL. LABOR CODE
3 §§ 201, 202 AND 203
4 [JURY TRIAL DEMANDED]

5 Plaintiff INEZ PARQUETTE (“PLAINTIFF”), individually and on behalf of all those
6 similarly situated, allege on information and belief, except for their own acts and knowledge, the
7 following:

8 **THE PARTIES**

9 1. Defendant INLAND VALLEY PARTNERS, LLC is a California limited liability
10 company that at all relevant times mentioned herein conducted and continues to conduct
11 substantial business in the State of California, county of Los Angeles, and operates a medical
12 facility.

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

23 3. The agents, servants and/or employees of the DEFENDANTS and each of them
24 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
25 as the agent, servant and/or employee of the DEFENDANT, and personally participated in the
26 conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
27 Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all
28 DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for

1 the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants
2 and/or employees.

3 4. Plaintiff INEZ PARQUETTE (“PLAINTIFF”) has worked for DEFENDANTS
4 since April of 2021. During that time period, PLAINTIFF worked as a non-exempt employee,
5 paid on an hourly basis and entitled to certain bonuses, overtime pay and legally complaint meal
6 and rest periods.

7 5. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all of
8 DEFENDANTS’ current and former non-exempt California employees (the “CALIFORNIA
9 CLASS”) at any time during the period beginning four (4) years prior to the filing of this
10 Complaint and ending on the date as determined by the Court (“CLASS PERIOD”). The
11 members of the class are so numerous that joinder of all class members is impractical.
12 PLAINTIFF reserves the right to amend the following class definitions before the Court
13 determines whether class certification is appropriate, or thereafter upon leave of Court:

14 6. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
15 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
16 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
17 which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant
18 meal and rest periods or an additional hour of pay at the regular rate of compensation in *lieu*
19 thereof in violation of California Labor Code Sections 226.7(c), 512(a) and the applicable
20 Industrial Welfare Commission Wage Order, (2) failed to pay PLAINTIFF and the
21 CALIFORNIA CLASS for all hours worked in violation of, *inter alia*, California Labor Code
22 Sections 510, 1194, 1197, and 1197.1, (3) failed to PAY PLAINTIFF and the CALIFORNIA
23 CLASS at the correct regular rate of pay for overtime, sick pay and meal and rest period
24 premiums, and (4) failed to provide accurate itemized wage statements in violation of California
25 Labor Code Sections 226 and 226.3.

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

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

9 **JURISDICTION AND VENUE**

10 9. The Superior Court of the State of California has jurisdiction in this matter because
11 DEFENDANT, a California limited liability company, and DOES 1 through 50 inclusive
12 (hereinafter "DEFENDANT" or "DEFENDANTS"), are qualified to do business in California and
13 regularly conduct business in California. Further, no federal question is at issue because the claims
14 are based solely on California law.

15 10. Venue is proper in this judicial district and the County of Los Angeles, California
16 because DEFENDANTS maintain offices and facilities and transact business in the County of
17 Los Angeles, and because DEFENDANTS' illegal payroll policies and practices which are the
18 subject of this action were applied, at least in part, to residents of the County of Los Angeles.

19 **THE CONDUCT**

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

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

8 **A. Meal Period Violations**

9 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
10 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
11 meaning the time during which an employee is subject to the control of an employer, including
12 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
13 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work
14 without paying them for all the time they were under DEFENDANTS' control. Specifically, as
15 a result of PLAINTIFF's demanding work requirements and DEFENDANTS' understaffing,
16 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
17 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work
18 assignments while clocked out for what should have been PLAINTIFF's off-duty meal break.
19 Indeed, there were rarely days where PLAINTIFF and other CALIFORNIA CLASS Members
20 would even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
21 Members forfeited minimum wage and overtime wages by regularly working without their time
22 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 13. 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
28 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off

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

12 **B. Rest Period Violations**

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

27 ///

28 ///

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

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

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

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

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

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

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

23 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

24 20. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
25 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
26 CLASS for all hours worked. Specifically, DEFENDANT from time-to-time required
27 PLAINTIFF and the other members of the CALIFORNIA CLASS to perform off-the-clock work.
28 Notwithstanding, from time-to-time DEFENDANTS failed to pay PLAINTIFF and other

1 members of the CALIFORNIA CLASS necessary wages for attending for performing work at
2 DEFENDANTS' direction, request and benefit, while off-the clock pre-shift and during meal
3 periods.

4 21. During the CLASS PERIOD, from time-to-time DEFENDANTS required
5 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift work,
6 including but not limited to answering Covid-19 health screening questions.

7 22. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to remain available for work-
9 related communications while off-the-clock.

10 23. DEFENDANTS directed and directly benefited from the uncompensated off-the-
11 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

12 24. DEFENDANTS controlled the work schedules, duties, protocols, applications,
13 assignments and employment conditions of PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 25. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
16 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
17 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
18 wages earned and owed for all the work they performed, including off-the-clock work.

19 26. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
20 exempt employees, subject to the requirements of the California Labor Code.

21 27. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
22 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
23 owed for the off-the-clock work activities and their required meal periods. Because PLAINTIFF
24 and the other members of the CALIFORNIA CLASS typically worked over 40 hours in a
25 workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also
26 deprived them of overtime pay.

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

1 29. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
2 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
3 for the time spent attending required meetings and sales trainings. DEFENDANTS' uniform
4 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
5 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
6 records.

7 **E. Wage Statement Violations**

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

16 31. From time to time during the CLASS PERIOD, when PLAINTIFF and other
17 CALIFORNIA CLASS Members missed meal and rest breaks, were paid inaccurate missed meal
18 and rest period premiums, were paid overtime in the same pay period where they earned a bonus,
19 or were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFF and
20 the other members of the CALIFORNIA CLASS with complete and accurate wage statements
21 which failed to show, among other things, all applicable hourly rates in effect during the pay
22 period and the corresponding amount of time worked at each hourly rate, correct rates of pay for
23 penalty payments or missed meal and rest periods.

24 32. In addition to the violations described above, DEFENDANTS, from time to time,
25 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
26 that comply with Cal. Lab. Code § 226, and specifically DEFENDANTS failed to include the
27 correct total number of hours worked on the wage statements.

1 33. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with wage statements that failed to comply with Cal. Lab. Code § 226.
3 Further, DEFENDANTS’ violations are knowing and intentional, were not isolated or due to an
4 unintentional payroll error due to clerical or inadvertent mistake.

5 **F. CLASS ACTION ALLEGATIONS**

6 34. PLAINTIFF brings the First through Seven Causes of Action as a class action
7 pursuant to California Code of Civil Procedure § 382 on behalf of the CALIFORNIA CLASS,
8 defined, *supra*, that who worked for DEFENDANT (the “CALIFORNIA CLASS”) during the
9 period beginning four years prior to the filing of the Complaint and ending on a date determined
10 by the Court (“CLASS PERIOD”).

11 35. PLAINTIFF and the other members of the CALIFORNIA CLASS have uniformly
12 been deprived of wages and penalties from unpaid wages earned and due, including but not
13 limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period
14 premiums, illegal meal and rest period policies, failure to separately compensate rest periods,
15 failure to provide accurate itemized wage statements, failure to maintain required records, and
16 interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

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

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

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

1 work, required employees to perform this work and permits or
2 suffers to permit this work; and

3 k. Whether DEFENDANTS committed an act of unfair
4 competition in violation of the UCL, by failing to provide the
5 PLAINTIFF and the other members of the CALIFORNIA CLASS
6 with the legally required meal and rest periods.

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

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

11 40. PLAINTIFF will fairly and adequately represent and protect the interests of the
12 CALIFORNIA CLASS Members.

13 41. PLAINTIFF retained able class counsel with extensive experience in class action
14 litigation.

15 42. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
16 interests of the other member of the CALIFORNIA CLASS.

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

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

24 45. A class action is superior to other available methods for the fair and efficient
25 adjudication of this controversy because joinder of all class members is impractical. Moreover,
26 since the damages suffered by individual members of the class may be relatively small, the
27 expense and burden of individual litigation makes it practically impossible for the members of
28

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

5 l. Inconsistent or varying adjudications with respect to individual members
6 of the CALIFORNIA CLASS which would establish incompatible standards of
7 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

8 m. Adjudication with respect to individual members of the CALIFORNIA
9 CLASS which would as a practical matter be dispositive of the interests of the
10 other members not party to the adjudication or substantially impair or impeded
11 their ability to protect their interests.

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

15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

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

18 (By PLAINTIFF, the CALIFORNIA CLASS and Against All Defendants)

19 46. 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
21 Complaint.

22 47. DEFENDANTS are a “person” as that term is defined under Cal. Bus. and Prof.
23 Code § 17021.

24 48. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
25 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
26 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
27 as follows:
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1 Any person who engages, has engaged, or proposes to engage in
2 unfair competition may be enjoined in any court of competent
3 jurisdiction. The court may make such orders or judgments,
4 including the appointment of a receiver, as may be necessary to
5 prevent the use or employment by any person of any practice which
6 constitutes unfair competition, as defined in this chapter, or as may
7 be necessary to restore to any person in interest any money or
8 property, real or personal, which may have been acquired by means
9 of such unfair competition. Cal. Bus. & Prof. Code § 17203.

10 49. By the conduct alleged herein, DEFENDANTS have engaged and continues to
11 engage in a business practice which violates California law, including but not limited to, the
12 applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor
13 Code including Sections 201, 202, 203, 204, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 1194,
14 1197, 1197.1, 1198, 1198.5, and 2802 for which this Court should issue declaratory and other
15 equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and
16 remedy the conduct held to constitute unfair competition, including restitution of wages
17 wrongfully withheld.

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

23 51. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
24 fraudulent in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the
25 legally mandated meal and rest periods, the required accurate amount of compensation for missed
26 meal and rest periods, overtime, and minimum wages owed, provide accurate itemized wage
27 statements, due to a systematic business practice that cannot be justified, pursuant to the
28 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.

1 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
2 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

3 52. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
4 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANTS.

7 53. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
8 unfair and deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to
9 provide legally required uninterrupted duty-free meal breaks to PLAINTIFF and the other
10 members of the CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

11 54. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay at the correct regular rate of compensation
13 for each workday in which an off-duty meal period was not timely provided for each five (5)
14 hours of work, and/or one (1) hour of pay for each workday in which a second off-duty meal
15 period was not timely provided for each ten (10) hours of work.

16 55. PLAINTIFF further demands on behalf of themselves and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided and/or paid as required by law.

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

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

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

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

14 **SECOND CAUSE OF ACTION**

15 **For Failure to Pay Overtime Compensation**

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

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

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

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

28 62. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public

1 policy, an employer must timely pay its employees for all hours worked.

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

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

10 65. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS
11 members were required by DEFENDANTS to work for DEFENDANTS and were not paid for
12 all the time they worked or were not accurately compensated for all overtime hours worked.

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

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

26 68. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
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1 compensation for all overtime worked.

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

10 70. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
12 failure to pay all earned wages.

13 71. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
14 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
15 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
16 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
17 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay
18 using the applicable overtime rate as evidenced by DEFENDANTS' business records and
19 witnessed by employees.

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

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

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

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

23 **THIRD CAUSE OF ACTION**

24 **For Failure to Pay Minimum Wages**

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

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

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

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

3 77. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
4 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
5 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately record,
6 calculate and pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA
7 CLASS members during the LABOR CLASS PERIOD.

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

10 79. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to employees, and the payment of a less wage than
12 the minimum so fixed is unlawful.

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

15 81. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the
16 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
17 work. For instance, as set forth herein, DEFENDANTS maintained a uniform policy that
18 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's
19 off-duty meal break without compensation. Further, as set forth herein, DEFENDANTS'
20 uniform policy and practice was to unlawfully and intentionally deny timely payment of wages
21 due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

22 82. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
23 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
24 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
25 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

26 83. In committing these violations of the California Labor Code, DEFENDANTS
27 inaccurately calculated the correct time worked and consequently underpaid the actual time
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1 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS
2 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
3 violation of the California Labor Code, the Industrial Welfare Commission requirements and
4 other applicable laws and regulations.

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

8 85. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
9 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
10 failure to pay all earned wages.

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

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

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

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

15 **FOURTH CAUSE OF ACTION**

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

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

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

19 90. 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
21 Complaint.

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

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

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

18 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

16 **SIXTH CAUSE OF ACTION**

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

18 **[Cal. Lab. Code § 226]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

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

23 99. Cal. Labor Code § 226 provides that an employer must furnish employees with an
24 "accurate itemized" statement in writing showing:

- 25 1. gross wages earned,
- 26 2. total hours worked by the employee, except for any employee whose
27 compensation is solely based on a salary and who is exempt from payment of
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1 overtime under subdivision (a) of Section 515 or any applicable order of the
2 Industrial Welfare Commission,

- 3 3. the number of piece rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis,
- 5 4. all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item,
- 7 5. net wages earned,
- 8 6. the inclusive dates of the period for which the employee is paid,
- 9 7. the name of the employee and her or her social security number, except that by
10 January 1, 2008, only the last four digits of her or her social security number or
11 an employee identification number other than a social security number may be
12 shown on the itemized statement,
- 13 8. the name and address of the legal entity that is the employer, and
- 14 9. all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee.

16 100. When PLAINTIFF and the other CALIFORNIA CLASS members were not
17 compensated for all wages due to them for their off-the-clock work, and for their missed meal
18 and rest breaks, and for overtime, DEFENDANTS also failed to provide PLAINTIFF and the
19 other members of the CALIFORNIA CLASS with complete and accurate wage statements. Cal.
20 Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an
21 accurate itemized wage statement in writing showing, among other things, gross wages earned
22 and all applicable hourly rates in effect during the pay period and the corresponding amount of
23 time worked at each hourly rate. As a result, DEFENDANTS provided PLAINTIFF and the other
24 members of the CALIFORNIA CLASS with wage statements which violate Cal. Lab. Code §
25 226. Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to
26 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
27 Code 226 *et seq.*

1 101. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
 2 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
 3 CLASS. These damages include, but are not limited to, costs expended calculating the correct
 4 rates for the overtime hours worked and the amount of employment taxes which were not properly
 5 paid to state and federal tax authorities. These damages are difficult to estimate. Therefore,
 6 PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated
 7 damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and
 8 one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab.
 9 Code § 226, in an amount according to proof at the time of trial (but in no event more than four
 10 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA
 11 CLASS.

12 **SEVENTH CAUSE OF ACTION**

13 **For Failure to Pay Wages When Due**

14 **[Cal. Lab. Code §§ 201, 202, 203]**

15 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

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

18 103. Cal. Lab. Code § 200 provides, in relevant part, that:

19 As used in this article:

20 (a) "Wages" includes all amounts for labor performed by employees of every
 21 description, whether the amount is fixed or ascertained by the standard of time,
 22 task, piece, Commission basis, or other method of calculation.

23 (b) "Labor" includes labor, work, or service whether rendered or performed under
 24 contract, subcontract, partnership, station plan, or other agreement if the labor to be
 25 paid for is performed personally by the person demanding payment.

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

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

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

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

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

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

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

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

23 3. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7 and 512 and the applicable IWC Wage Order;


25 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
26 1197; and,

27 2. On all claims:

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

Dated: November 24, 2021

JCL LAW FIRM, APC




Eduardo Garcia
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: November 24, 2021

JCL LAW FIRM, APC



Eduardo Garcia
Attorney for PLAINTIFF

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 c/o Phillip Chase
 3075 E. Thousand Oaks Blvd
 Westlake Village, CA 91362



9590 9402 7020 1225 2874 51

2. Article Number (Transfer from service label)

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X *J. Franco*

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L. CARROLL E-09

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