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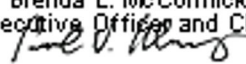
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Attorneys for Plaintiff  
 ERIC ZARAGOZA

VENTURA SUPERIOR COURT

**FILED**

07/03/2023

Brenda L. McCormick  
 Executive Officer and Clerk  
  
 Cristal Alvarez

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

ERIC ZARAGOZA, individually, and on  
 behalf of other members of the general public  
 similarly situated;

Plaintiff,

vs.

THE ARC OF VENTURA COUNTY, INC.,  
 a California corporation; and DOES 1  
 through 100, inclusive,

Defendants.

Case No.: 56-2022-00565343-CU-OE-VTA

**FIRST AMENDED CLASS ACTION AND  
 REPRESENTATIVE ACTION  
 COMPLAINT**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not

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- Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
  - (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
  - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
  - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
  - (10) Violation of California Business & Professions Code §§ 17200, et seq.;
  - (11) Violation of Cal. Labor Code §§ 2698, et seq. (Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

1 COMES NOW, Plaintiff ERIC ZARAGOZA ("Plaintiff"), individually, and on behalf  
2 of other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. Plaintiff bring this actions against Defendant THE ARC OF VENTURA  
5 COUNTY, INC. for California Labor Code violations, unfair business practices, and civil  
6 penalties stemming from Defendants' failure to pay overtime compensation, failure to provide  
7 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure  
8 to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate  
9 time and payroll records, and failure to reimburse necessary business-related expenses.

10 2. Plaintiff's first through tenth causes of action are brought as a class action  
11 pursuant to the California Code of Civil Procedure section 382. The monetary damages and  
12 restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and  
13 will be established according to proof at trial.

14 3. Plaintiff's eleventh cause of action is brought by Plaintiff as a representative  
15 action pursuant to California Labor Code sections 2698, et seq. on behalf of himself, the State  
16 of California, and all individuals who worked for Defendants in the State of California as  
17 hourly paid and/or non-exempt employees at any time during the period commencing on May  
18 5, 2021, and ending on the date final judgment is entered ("Aggrieved Employees"). Plaintiff  
19 is an aggrieved employee against whom one or more of the alleged violations occurred.

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

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

6. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Ventura. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Ventura. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of Ventura.

### PARTIES

7. Plaintiff ERIC ZARAGOZA is an individual residing in the State of California, County of Ventura.

8. Defendant THE ARC OF VENTURA COUNTY, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Fresno.

9. At all relevant times, Defendant THE ARC OF VENTURA COUNTY, INC. was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants THE ARC OF VENTURA COUNTY, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused



1 the injuries and damages to Plaintiff, the other class members, and the Aggrieved Employees  
2 as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to  
3 show the true names and capacities when the same have been ascertained.

4 12. Defendant THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100  
5 will hereinafter collectively be referred to as "Defendants."

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

10 **CLASS ACTION ALLEGATIONS**

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

14 15. The proposed class is defined as follows:

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

19 **Subclass A:** All class members who were subject to Defendants' practice of  
20 rounding time recorded for purposes of calculating compensation for time  
21 worked or for calculating meal periods.

22 **Subclass B:** All class members who were required by Defendants to stay on  
23 Defendants' premises for rest breaks.

24 16. Plaintiff reserves the right to establish additional subclasses as appropriate.

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

27 a. **Numerosity:** The class members are so numerous that joinder of all class  
28 members is impracticable. The membership of the entire class is

unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that

predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages and restitution pursuant to the California Labor Code.

#### **GENERAL ALLEGATIONS**

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

20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately July 13 to approximately August 2015 and from approximately September 2016 to approximately September 2018, in the State of California, County of Ventura.

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

22. Defendants had the authority to hire and terminate Plaintiff, the other class members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's, the other class members', and Aggrieved Employees' employment for them to be joint employers of Plaintiff, the other class members, and the Aggrieved Employees.

24. Defendants directly hired and paid wages and benefits to Plaintiff, the other

1 class members, and the Aggrieved Employees.

2 25. Defendants continue to employ hourly-paid or non-exempt employees within the  
3 State of California.

4 26. Plaintiff, the other class members, and the Aggrieved Employees worked over  
5 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with  
6 Defendants.

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

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff, the other class members, and the Aggrieved  
14 Employees were entitled to receive certain wages for overtime compensation and that they  
15 were not receiving accurate overtime compensation for all overtime hours worked.

16 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 failed to provide Plaintiff, the other class members, and the Aggrieved Employees all required  
18 rest and meal periods during the relevant time period as required under the Industrial Welfare  
19 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

20 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knew or should have known that Plaintiff, the other class members, and the Aggrieved  
22 Employees were entitled to receive all meal periods or payment of one additional hour of pay  
23 at Plaintiff's and the other class member's regular rate of pay when a meal period was missed,  
24 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's  
25 and the other class member's regular rate of pay when a meal period was missed.

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
27 knew or should have known that Plaintiff, the other class members, and the Aggrieved  
28 Employees were entitled to receive all rest periods or payment of one additional hour of pay at



Plaintiff's and the other class member's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants required Plaintiff, the other class members, and the Aggrieved Employees to remain on Defendants' premises during purported rest periods, thereby failing to relieve them of all employer control.

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

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants rounded the work time recorded by Plaintiff and other class members in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff, the other class members, and the Aggrieved Employees being underpaid for their time worked.

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

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

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the Aggrieved

1 Employees were entitled to receive complete and accurate wage statements in accordance with  
2 California law, but, in fact, they did not receive complete and accurate wage statements from  
3 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of  
4 hours worked by Plaintiff, the other class members, and the Aggrieved Employees.

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

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

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

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

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

26 43. During the relevant time period, Defendants required Plaintiff, the other class  
27 members, and the Aggrieved Employees to remain on Defendants' premises during purported  
28 rest periods, thereby failing to relieve them of all employer control.

1           44.     During the relevant time period, Defendants failed to pay Plaintiff, the other  
2 class members, and the Aggrieved Employees at least minimum wages for all hours worked.

3           45.     During the relevant time period, Defendants rounded the work time recorded by  
4 Plaintiff and other class members in a manner that was not fair and neutral on its face and/or  
5 that favored Defendants over time, resulting in Plaintiff, the other class members, and the  
6 Aggrieved Employees being underpaid for their time worked.

7           46.     During the relevant time period, Defendants failed to pay Plaintiff, the other  
8 class members, and the Aggrieved Employees all wages owed to them upon discharge or  
9 resignation.

10          47.     During the relevant time period, Defendants failed to pay Plaintiff, the other  
11 class members, and the Aggrieved Employees all wages within any time permissible under  
12 California law, including, *inter alia*, California Labor Code section 204.

13          48.     During the relevant time period, Defendants failed to provide complete or  
14 accurate wage statements to Plaintiff, the other class members, and the Aggrieved Employees.

15          49.     During the relevant time period, Defendants failed to keep complete or accurate  
16 payroll records for Plaintiff, the other class members, and the Aggrieved Employees.

17          50.     During the relevant time period, Defendants failed to reimburse Plaintiff, the  
18 other class members, and the Aggrieved Employees for all necessary business-related expenses  
19 and costs.

20          51.     During the relevant time period, Defendants failed to properly compensate  
21 Plaintiff, the other class members, and the Aggrieved Employees pursuant to California law in  
22 order to increase Defendants' profits.

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

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**FIRST CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

53. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

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

55. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

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

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

59. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiff and the other class members.

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

5 61. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
6 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
7 attorneys' fees.

8 **SECOND CAUSE OF ACTION**

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

10 **(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

11 62. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
12 through 61, and each and every part thereof with the same force and effect as though fully set  
13 forth herein.

14 63. At all relevant times, the IWC Order and California Labor Code sections 226.7  
15 and 512(a) were applicable to Plaintiff's and the other class members' employment by  
16 Defendants.

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

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

26 66. At all relevant times, the applicable IWC Wage Order and California Labor  
27 Code section 512(a) further provide that an employer may not require, cause or permit an  
28 employee to work for a work period of more than ten (10) hours per day without providing the



1 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
2 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
3 be waived by mutual consent of the employer and the employee only if the first meal period  
4 was not waived.

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

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

14 69. During the relevant time period, Defendants intentionally and willfully required  
15 Plaintiff and the other class members to work during meal periods and failed to compensate  
16 Plaintiff and the other class members the full meal period premium for work performed during  
17 meal periods.

18 70. During the relevant time period, Defendants failed to pay Plaintiff and the other  
19 class members the full meal period premium due pursuant to California Labor Code section  
20 226.7.

21 71. Defendants' conduct violates applicable IWC Wage Order and California Labor  
22 Code sections 226.7 and 512(a).

23 72. Pursuant to applicable IWC Wage Order and California Labor Code section  
24 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
25 additional hour of pay at the employee's regular rate of compensation for each work day that  
26 the meal or rest period is not provided.

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**THIRD CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

73. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

76. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

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

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

80. Defendants' conduct violates applicable IWC Wage Orders and California

1 Labor Code section 226.7.

2 81. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
3 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
4 additional hour of pay at the employees' regular hourly rate of compensation for each work  
5 day that the rest period was not provided.

6 **FOURTH CAUSE OF ACTION**

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

8 **(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

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

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

15 84. During the relevant time period, Defendants failed to pay minimum wage to  
16 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
17 1194, 1197, and 1197.1.

18 85. Defendants' failure to pay Plaintiff and the other class members the minimum  
19 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
20 those sections Plaintiff and the other class members are entitled to recover the unpaid balance  
21 of their minimum wage compensation as well as interest, costs, and attorney's fees, and  
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 86. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
24 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
25 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
26 minimum wages.

27 87. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
28 members are entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

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

4 **(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

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

8 89. At all relevant times herein set forth, California Labor Code sections 201 and  
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
10 time of discharge are due and payable immediately, and if an employee quits his or her  
11 employment, his or her wages shall become due and payable not later than seventy-two (72)  
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
13 intention to quit, in which case the employee is entitled to his or her wages at the time of  
14 quitting.

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

18 91. Defendants' failure to pay Plaintiff and the other class members who are no  
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)  
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections  
21 201 and 202.

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

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

**SIXTH CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

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

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

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

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

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

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

**SEVENTH CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set



1    forth herein.

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

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

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

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

27            105.    Plaintiff and the other class members are entitled to recover from Defendants the  
28   greater of their actual damages caused by Defendants' failure to comply with California Labor

1 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
2 employee.

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

5 **EIGHTH CAUSE OF ACTION**

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

7 **(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

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

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

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

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

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

28 ///

**NINTH CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

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

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

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

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

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

**TENTH CAUSE OF ACTION**

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

**(Against THE ARC OF VENTURA COUNTY, INC. and DOES 1 through 100)**

117. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

#### **Failure to Pay Overtime**

121. Defendants' failure to pay overtime in violation of Wage Orders and California Labor code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

#### **Failure to Provide Meal Periods**

122. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

#### **Failure to Provide Rest Periods**

123. Defendant's failure to provide legally required rest periods in violation of the Wage Order and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et

1 seq.

2 **Failure to Pay Minimum Wages**

3 124. Defendant's failure to pay minimum wages in violation of the Wage Order and  
4 California Labor Code sections 1194, 1197, and 11971., as alleged above, constitutes unlawful  
5 and/or unfair activity prohibited by California Business & Professions Code section 17200, et  
6 seq.

7 **Failure to Pay Wages Upon Termination**

8 125. Defendant's failure to pay wages upon termination in violation of California  
9 Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity  
10 prohibited by California Business & Professions Code section 17200, et seq.

11 **Failure to Timely Pay Wages During Employment**

12 126. Defendant's failure to pay wages during employment in violation of California  
13 Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity  
14 prohibited by California Business & Professions Code section 17200, et seq.

15 **Failure to Provide Compliant Wage Statements**

16 127. Defendant's failure to provide compliant wage statements in violation of  
17 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair  
18 activity prohibited by California Business & Professions Code section 17200, et seq.

19 **Failure to Keep Complete or Accurate Payroll Records**

20 128. Defendant's failure to keep complete or accurate payroll records in violation of  
21 California Labor Code sections 1174(d), as alleged above, constitutes unlawful and/or unfair  
22 activity prohibited by California Business & Professions Code section 17200, et seq.

23 **Failure to Reimburse Necessary Business Expenses**

24 129. Defendant's failure to reimburse all necessary business-related expenses and  
25 costs in violation of California Labor Code sections 2800 and 2802, as alleged above,  
26 constitutes unlawful and/or unfair activity prohibited by California Business & Professions  
27 Code section 17200, et seq.

28 130. As a result of the herein described violations of California law, Defendants



unlawfully gained an unfair advantage over other businesses.

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

132. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages and other monies wrongfully withheld and retained by Defendants pursuant to California Labor code sections 510 and 1198.

133. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

#### **ELEVENTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2698, et seq.)**

**(Against THE ARC OF VENTURY COUNTY, INC. and DOES 1 through 100)**

134. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 133, and each and every part thereof with the same force and effect as though fully set forth herein.

135. Plaintiff brings his eleventh cause of action as a representative action on behalf of himself, the State of California, and other Aggrieved Employees in the capacity as a private attorney general pursuant to Labor Code Sections 2698, et seq. ("PAGA").

136. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current

1 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §  
2 2699(a).

3 137. Plaintiff was employed by Defendants and the Labor Code violations alleged  
4 herein were committed against him during his employment with Defendants. Accordingly,  
5 Plaintiff is an “aggrieved employee” under PAGA.

6 138. As set forth in detail herein, during all times relevant to this Action, Defendants  
7 have routinely subjected Plaintiff and Aggrieved Employees to violations of the California Labor  
8 Codes by:

- 9 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage  
10 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 11 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime  
12 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 13 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved  
14 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional  
15 hour of premium pay for meal period violations in violation of Labor Code §§  
16 226.7 and 512.
- 17 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to  
18 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved  
19 Employees an additional hour of premium pay for rest period violations in  
20 violation of Labor Code §§ 226.7 and 512.
- 21 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end  
22 of their employment in violation of Labor Code § 201 and 202.
- 23 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed  
24 during employment in violation of Labor Code § 204.
- 25 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,  
26 itemized wage statements in violation of Labor Code § 226.
- 27 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved  
28 Employees’ work periods, meal periods, total daily hours, hours per pay period,

total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

139. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the State of California and the Aggrieved Employees, requests and is entitled to recover civil penalties against Defendants for the Labor Code violations described above, including civil penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5 and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties is in an amount to be shown according to proof at trial.

140. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. April 21, 2023, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.

141. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

#### **DEMAND FOR JURY TRIAL**

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

**PRAYER FOR RELIEF**

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

**Class Certification**

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

**As to the First Cause of Action**

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

**As to the Second Cause of Action**

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

(1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

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

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

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

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

**As to the Third Cause of Action**

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

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

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

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

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

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

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

1           25.     For statutory wage penalties pursuant to California Labor Code section 1197.1  
2 for Plaintiff and the other class members in the amount as may be established according to  
3 proof at trial;

4           26.     For pre-judgment interest on any unpaid compensation from the date such  
5 amounts were due;

6           27.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
7 California Labor Code section 1194(a);

8           28.     For liquidated damages pursuant to California Labor Code section 1194.2; and

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

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

11           30.     That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
13 time of termination of the employment of Plaintiff and the other class members no longer  
14 employed by Defendants;

15           31.     For all actual, consequential, and incidental losses and damages, according to  
16 proof;

17           32.     For statutory wage penalties pursuant to California Labor Code section 203 for  
18 Plaintiff and the other class members who have left Defendants' employ;

19           33.     For pre-judgment interest on any unpaid compensation from the date such  
20 amounts were due; and

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

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

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

26           36.     For all actual, consequential, and incidental losses and damages, according to  
27 proof;

28           37.     For pre-judgment interest on any unpaid compensation from the date such



1 amounts were due; and

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

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

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

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

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

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

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

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

14 44. That the Court declare, adjudge and decree that Defendants violated California  
15 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records  
16 for Plaintiff and the other class members as required by California Labor Code section  
17 1174(d);

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

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

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

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

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

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

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

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

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

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

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

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

12 55. For the appointment of a receiver to receive, manage and distribute any and all  
13 funds disgorged from Defendants and determined to have been wrongfully acquired by  
14 Defendants as a result of violation of California Business and Professions Code sections  
15 17200, et seq.;

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

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

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

21 **As to the Eleventh Cause of Action**

22 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor  
23 Code;

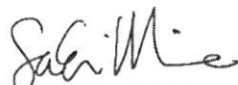
24 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,  
25 558, 210, 226, 226.3, 1174.5 and 1197.1, and all other penalties allowed by the California  
26 Labor Code and/or other applicable statutes; and

27 61. For such other relief as the Court deems just and proper.  
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Dated: June 26, 2023

**PARKER & MINNE, LLP**

By:   
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Attorneys for Plaintiff  
ERIC ZARAGOZA