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13 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN FRANCISCO**

15 JACLYN EPTER, on behalf of herself and all
16 other persons similarly situated,

17 Plaintiff,

18 vs.

19 DOWNTOWN STREETS, INC., and DOES 1-
20 10, inclusive,

21 Defendants.

Case No. CGC-19-579955

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Wages for All Hours Worked,
Labor Code sections 200, *et seq.*, 221, 223,
1194, 1194.2, 1197, 1198 & Wage Order;
2. Failure to Pay Overtime Wages, Labor Code
sections 510, 1194, 1198, Wage Order;
3. Failure to Provide Meal Periods, or
Premium Wages in Lieu Thereof, Labor
Code sections 226.7, 512, Wage Order;
4. Failure to Provide Rest Breaks, or Premium
Wages in Lieu Thereof, Labor Code
section 226.7, Wage Order;
5. Failure to Provide Accurate Itemized Wage
Statements, Labor Code section 226;
6. Failure to Timely Pay Final Wages at
Termination, Labor Code sections 201– 203;
7. Violation of California's Unfair Competition
Law, Business & Professions Code
sections 17200, *et seq.*
8. Penalties Pursuant to Private Attorneys
General Act, Labor Code section 2698 *et
seq.*

DEMAND FOR JURY TRIAL

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

12/13/2019

Clerk of the Court

BY: KALENE APOLONIO
Deputy Clerk

1 Plaintiff Jaclyn Epter ("Plaintiff"), for herself and on behalf of other persons similarly
2 situated, complains and alleges upon personal knowledge and information and belief as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class action pursuant to California Code of Civil Procedure
5 section 382 against Downtown Streets, Inc. ("Downtown Streets") and DOES 1-10 (collectively
6 "Defendants"), on behalf of herself and all other similarly situated non-exempt employees of
7 Downtown Streets who worked within the State of California as Employment Specialists and Case
8 Managers (collectively referred to as the "Class" or "Class Members") during the period four (4)
9 years prior to the filing of the initial complaint in this action through the date of this action's final
10 disposition (hereinafter "Class Period"). Plaintiff brings this class action to recover unpaid wages,
11 interest, statutory penalties and civil penalties based on Defendants' violations of California law.
12 Plaintiff makes the allegations herein on personal knowledge and on information and belief.

13 2. During the Class Period, Defendants systematically violated the employment rights
14 of Plaintiff and the Class by engaging in widespread wage theft. Specifically, Defendants
15 violated California law by misclassifying Plaintiff and, on information and belief, Class Members
16 as exempt and failed to provide Plaintiff and, on information and belief, Class Members with the
17 protections of California's Labor Code and the applicable IWC Wage Order. At all times relevant
18 to this action, Defendants established, maintained and enforced unlawful compensation and
19 payroll practices and policies including, but not limited to, the following: failing to compensate
20 Plaintiff and the Class for all hours worked at the applicable minimum, overtime, and/or double-
21 time wage rates; failing to provide timely, complete and off-duty meal periods, or otherwise pay
22 premium wages in lieu thereof; failing to provide complete rest breaks, or otherwise pay premium
23 wages in lieu thereof; failing to pay all wages owed upon termination of the employment
24 relationship; and failing to furnish timely each pay period accurate itemized statements separately
25 stating, among other things, total hours worked, gross and net wages earned at all applicable
26 hourly rates, and all premium wages earned.

27 3. Defendants' acts and omissions, which violate the Labor Code, constitute predicate
28 unlawful and unfair business practices in violation of California's Unfair Competition Law

1 (“UCL”), Business & Professions Code sections 17200, *et seq.* Defendants’ violations of the
2 California Labor Code are unlawful acts which have afforded Defendants an unfair competitive
3 advantage. Plaintiff and the class she seeks to represent are therefore entitled to all remedies
4 provided under the UCL, including restitutionary, injunctive, declaratory and/or other equitable
5 relief. Plaintiff also seeks reasonable attorneys’ fees and costs pursuant to, *inter alia*, Labor Code
6 sections 218.5, 226(e) & (h), 1194(a), 1198.5(l), 2802(c) and Code of Civil Procedure
7 section 1021.5

8 4. Pursuant to Labor Code section 2699.3, Plaintiff has given written notice to the
9 employer and the Labor and Workforce Development Agency (LWDA) of the alleged Labor
10 Code and Wage Order violations, and the facts and theories supporting those violations. Plaintiff
11 has fulfilled the administrative prerequisites of Labor Code § 2699.3 and is statutorily authorized
12 to act on behalf of the State of California to enforce the state’s labor and employment laws and
13 collect civil penalties on behalf of the state and current or former employees, including
14 themselves. Plaintiff hereby asserts a Private Attorneys General Act claim seeking civil penalties
15 for Defendants’ violations of the Labor Code and Wage Orders as described herein. Plaintiff
16 therefore seeks to hold Defendants and other persons who violated or caused violations of the
17 Labor Code and Wage Orders liable for civil penalties owed to the State of California and current
18 and former aggrieved employees (the “PAGA Workforce”).

19 5. At all times relevant to this action, Defendants’ conduct has been willful and in
20 reckless disregard of the rights of their workers. Defendants have been on notice of the alleged
21 illegalities but have deliberately continued to exploit workers by enforcing and maintaining the
22 illegal practices described herein. This action is brought not only to recover rightfully earned
23 wages but also to enforce the state’s laws, restore ill-gotten gains and deter Defendants from their
24 illegal conduct. Plaintiff therefore seeks all remedies available to herself and to the Class.

25 II. PARTIES

26 6. Plaintiff Jaclyn Epter is an individual who currently resides in San Francisco,
27 California in San Francisco County. Plaintiff began working for Defendants as an Employment
28 Specialist in approximately August 2013. Plaintiff’s employment with Defendants ended on or

1 about April 30, 2019. Plaintiff is an aggrieved employee within the meaning of Labor Code section
2 2699 who has suffered injury in fact and lost money or property as a result of the conduct described
3 in this complaint.

4 7. Defendant Downtown Streets, Inc. is a California corporation and a registered
5 501(c)(3) non-profit whose entity address is listed with the California Secretary of State as 1671
6 the Alameda, Suite 306, San Jose, California 95126. Its Agent for Service of Process is listed as
7 Eileen Richardson at the same address as the entity address: 1671 the Alameda, Suite 306, San
8 Jose, California 95126. Downtown Streets controls and directs the work activities of Plaintiff;
9 setting schedules of work, requiring adherence to its practices and policies, categorizing its
10 employees as exempt or non-exempt; and setting rates of compensation, and establishing and
11 controlling all working conditions. At all times relevant to this action, Downtown Streets owned,
12 controlled, and/or operated a business or establishment that employed persons within the meaning
13 of California's Industrial Welfare Commission ("IWC") Wage Order 4, operated as an employer
14 or joint employer of Plaintiff and the PAGA Workforce in this case and committed the acts
15 complained of herein California and in this County.

16 8. The true names and capacities, whether individual, corporate, associates, or
17 otherwise, of Defendants sued as DOES ONE through TEN, inclusive, are currently unknown to
18 Plaintiff, who therefore sues such Defendants by fictitious names as permitted under law, including
19 Code of Civil Procedure section 474. Plaintiff is informed and believes that each DOE Defendant
20 is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
21 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
22 designated as DOES when such identities become known.

23 III. JURISDICTION & VENUE

24 9. This Court has jurisdiction over plaintiff's claims under the California Labor Code
25 and the Unfair Competition Law, California Business & Professions Code section 17200, *et seq.*

26 10. Venue is proper in San Francisco County under California Code of Civil Procedure
27 section 395(a) because Plaintiff and members of the PAGA Workforce have been harmed by
28 Defendants' violation of the Labor Code and Wage Order in San Francisco County. At all relevant

1 times, Defendant Downtown Streets has conducted business in San Francisco County and engaged
2 employees to work within the County.

3 IV. GENERAL ALLEGATIONS

4 11. At all times relevant to this action, Defendants maintained unlawful employment,
5 labor and compensation policies and practices that affected Plaintiff and, on information and belief,
6 Class Members.

7 12. Downtown Streets is a California corporation, in operation since 2005, providing
8 support to homeless and low-income individuals trying to secure housing and employment in Palo
9 Alto, San Jose, Sunnyvale, San Rafael, Novato, Hayward, San Francisco, Santa Cruz, Sacramento,
10 West Sacramento, Oakland, Berkeley, and Modesto.

11 13. Defendant Downtown Streets employed Plaintiff as an Employment Specialist from
12 approximately August 2013 to April 30, 2019.

13 14. During her employment with Downtown Streets, Ms. Epter was paid on a salary
14 basis, which only accounted for her working 40 hours per week. Plaintiff's most recent salary was
15 \$56,000 per year. During this time, Plaintiff regularly worked more than eight (8) hours per day
16 and more than forty (40) hours per week. Nevertheless, at all times relevant to this action,
17 Defendants did not pay Ms. Epter and, on information and belief, Class Members, any
18 compensation in addition to her salary if she worked more than eight (8) hours per day or forty
19 (40) hours per week.

20 15. While the duties of Plaintiff and, on information and belief, Class Members, varied,
21 at all times relevant to this action Plaintiff's duties included, but were not limited to, the following:
22 meeting with clients, working on case plans, monthly check-ins with clients, attending outreach
23 events in the community, and helping with fundraisers as needed. To accomplish these tasks,
24 Plaintiff received extensive supervision, to the point of micromanagement.

25 16. At times relevant to this action, Plaintiff and, on information and belief, Class
26 Members were misclassified, non-exempt employees covered under one or more IWC Wage
27 Orders, including 4-2001, and Labor Code sections 510, 515, and/or other applicable wage orders,
28 regulations and statutes, and were not subject to an exemption for executive, administrative,

1 professional employees, or any other exemption because the salary paid by Defendants was under
2 the required threshold for such salary exemptions; thus, being non-exempt employees imposed an
3 obligation on the part of the Defendants to pay Plaintiff and, on information and belief, members
4 of the PAGA Workforce, lawful compensation for all hours worked.

5 17. Defendants compensated Plaintiff and, on information and belief, Class Members,
6 by paying a fixed “salary” regardless of the number of hours worked. Moreover, Defendants failed
7 to maintain an accurate record of the start and end of work periods, meal periods or rest periods.
8 Plaintiff alleges that she was specifically instructed by Downtown Streets leadership that she
9 should only ever write down eight (8) hours per day on her time sheet regardless of how many
10 hours she worked.

11 18. Defendant Downtown Streets had the authority to hire and terminate Plaintiff and,
12 on information and belief, Class Members; to set work rules and conditions governing their
13 employment; and to supervise their daily employment activities.

14 19. Defendants directly hired and paid wages and benefits to Plaintiff.

15 20. On information and belief, Defendants engaged in a uniform policy and systematic
16 scheme of wage abuse against Plaintiff and, on information and belief, Class Members. This
17 scheme involved, inter alia, failing to pay Plaintiff and, on information and belief, Class Members,
18 for all hours worked, including overtime hours, and denying and/or discouraging, or otherwise
19 failing to provide meal periods and rest breaks without compensation of premium wages in lieu
20 thereof, in violation of California law.

21 21. Defendants knew or should have known that Plaintiff and, on information and
22 belief, Class Members, were entitled to receive wages for all hours worked, including overtime
23 compensation, and that they were not receiving them.

24 22. Defendants failed to provide Plaintiff and, on information and belief, Class
25 Members, with the required meal periods and rest breaks during the relevant time period as
26 required under the Industrial Welfare Commission Wage Orders. Defendants actively discouraged
27 Plaintiff and, on information and belief, Class Members from taking their lawful meal and rest
28 breaks.

1 23. On information and belief, Defendants knew or should have known that Plaintiff
2 and Class Member were entitled to receive all meal periods and rest breaks, or payment of one
3 additional hour of pay at the regular rate of pay when a meal period or rest breaks was not provided.
4 However, Plaintiff and, on information and belief, Class Members did not receive all meal periods
5 and rest breaks, or payment of one additional hour of pay at the regular rate of pay as a premium
6 wage when a meal period or rest break that was denied, not provided, or otherwise missed. Thus,
7 Plaintiff and, on information and belief, Class Members are entitled to premium wages for every
8 meal period and rest break that they were denied or that Defendants failed to provide.

9 24. On information and belief, Defendants knew or should have known that Plaintiff
10 and Class Members were entitled to receive all wages owed to her during her employment. Plaintiff
11 and, on information and belief, Class Members did not receive payment of all wages, including
12 minimum and overtime wages and meal period and rest break premiums within any time
13 permissible under California Labor Code section 204.

14 25. Defendants knowingly and intentionally failed to provide Plaintiff and, on
15 information and belief, Class Members with accurate itemized wage statements that complied with
16 the requirements of Labor Code section 226(a). On information and belief, Defendants knew or
17 should have known that Defendants had to keep complete and accurate payroll records for Plaintiff
18 and Class Members in accordance with California law, but, in fact, did not keep complete and
19 accurate payroll records.

20 26. On information and belief, Defendants knew or should have known that they had a
21 duty to compensate Plaintiff and Class Members pursuant to California law, and that Defendants
22 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
23 failed to do so, and falsely represented to Plaintiff and, on information and belief, Class Members
24 that they were properly paid all wages, in order to increase Defendants' profits.

25 27. At all times relevant to this action, Defendants failed to pay overtime wages to
26 Plaintiff and, on information and belief, Class Members for all hours worked in the amount
27 required by law. Plaintiff and, on information and belief, Class Members were required to work
28 more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation

1 in the amount required by law.

2 28. At all times relevant to this action, Defendants failed to keep complete or accurate
3 payroll records for Plaintiff and, on information and belief, Class Members. Specifically, wage
4 statements provided to Plaintiff and, on information and belief, Class Members by Defendants
5 were inaccurate as a result of the above practices, in that they inaccurately state the gross and net
6 wages earned, all applicable rates of pay and corresponding hours, and total hours.

7 29. The factual predicates and violations above serve as predicates for liability under
8 PAGA.

9 V. CLASS ACTION ALLEGATIONS

10 30. Plaintiff brings this action individually and as a class action under Code of Civil
11 Procedure section 382 on behalf of the following class:

12 All non-exempt employees of Downtown Streets Teams who worked as
13 Employment Specialists and Case Managers within the State of California during
14 the period four (4) years prior to the filing of the initial complaint in this action
through the date of this action's final disposition.

15 31. **Reservations of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
16 right to amend or modify the class definitions with greater specificity, by further division into
17 subclasses, and/or by limitation to particular issues.

18 32. **Numerosity:** The Proposed Class is so numerous that joinder of all members is
19 impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
20 time period, Defendants employed at least thirty (30) individuals as Employment Specialists and
21 Case Managers who satisfy the definition of the proposed Class. Class Members are
22 geographically dispersed throughout the state. The Class Members are so numerous that joinder
23 of all Class Members is impracticable. The individuals and the identity of such membership is
24 readily ascertainable by inspection of Defendants' records.

25 33. **Typicality:** Plaintiff's claims are typical of all other Class Members as
26 demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class
27 Members with whom Plaintiff has a well-defined community of interest.

28 34. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each Class

1 Member, with whom they have a well-defined community of interest and typicality of claims, as
2 demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members.
3 Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action
4 discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this
5 action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily
6 expended for the prosecution of this action for the substantial benefit of each class member.
7 Plaintiff has retained competent counsel experienced in wage and hour class action litigation.

8 35. **Predominant Common Questions**: Common questions of law and fact exist to all
9 members of the Proposed Class and predominate over any questions solely affecting individual
10 members of the Proposed Class.

11 36. Common questions of fact and law predominate, including the following:

- 12 a. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to
13 work off-the-clock before and after regularly scheduled shifts or on the weekends outside
14 of their typical hours, and failed to compensate them at the statutory and/or agreed-upon
15 wage rates, in violation of the Labor Code and IWC Wage Order 4;
- 16 b. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to
17 work in excess of eight (8) hours per day and/or over forty (40) hours per week and/or the
18 first eight (8) hours on the seventh (7th) consecutive workday in a workweek, and failed to
19 pay the legally required overtime compensation, in violation of the Labor Code and IWC
20 Wage Order 4;
- 21 c. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to
22 work in excess of twelve (12) hours per day and/or in excess of eight (8) hours on the
23 seventh (7th) consecutive workday in a workweek, and failed to pay the legally required
24 double-time compensation, in violation of the Labor Code and IWC Wage Order 4;
- 25 d. Whether the burden of proof will shift to Defendants for failing to maintain
26 accurate records of the start and end of work periods, meal periods, total daily hours
27 worked, and wages earned, in violation of IWC Wage Order 4, Labor Code sections 226
28 and 1174, and California law;

- 1 e. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff
2 and the Class of all duty for a first net thirty (30) minute meal period before the end of the
3 fifth (5th) hour of shifts, in violation of the Labor Code, IWC Wage Order 4, and
4 California law;
- 5 f. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff
6 and the Class of all duty for a second net thirty (30) minute meal period before the end of
7 the tenth (10th) hour of shifts, in violation of the Labor Code, IWC Wage Order 4, and
8 California law;
- 9 g. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to
10 work during meal periods in violation of the Labor Code, IWC Wage Order 4, and
11 California law;
- 12 h. Whether Defendants, as a matter of policy or practice, failed to authorize and
13 permit Plaintiff and the Class to take net ten (10) minute rest breaks for each four (4) hour
14 work period, or major portion thereof, in violation of the Labor Code, IWC Wage Order 4,
15 and California law;
- 16 i. Whether Defendants, as a matter of policy or practice, failed to make good faith
17 efforts to provide Plaintiff and the Class with rest breaks during the middle of each four
18 (4) hour work period, in violation of the Labor Code, IWC Wage Order 4, and California
19 law;
- 20 j. Whether Defendants, as a matter of policy or practice, failed to pay Plaintiff and
21 the Class premium wages for all unlawfully provided meal periods and rest breaks, in
22 violation of the Labor Code, IWC Wage Order 4, and California law;
- 23 k. Whether Defendants knowingly and intentionally failed to provide Plaintiff and the
24 Class itemized wage statements that accurately reflect all gross and net wages earned, total
25 hours worked, and all deductions made, in violation of the Labor Code, IWC Wage Order
26 4, and California law;
- 27 l. Whether Plaintiff and the Class are deemed to have suffered injury within the
28 meaning of Labor Code section 226 for the wage statement violations described herein;

- 1 m. Whether Plaintiff and the Class are entitled to an injunction ensuring compliance
2 with Labor Code section 226;
- 3 n. Whether Defendants' conduct as described herein was willful or reckless;
- 4 o. Whether Defendants engaged in unlawful and/or unfair business practices in
5 violation of Business & Professions Code sections 17200 *et seq.* ("UCL");
- 6 p. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
7 restitution of unpaid or underpaid statutory and/or agreed upon regular, minimum,
8 overtime, and/or double-time wages;
- 9 q. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
10 restitution of premium wages for unlawfully failing to provide meal periods and rest
11 breaks;
- 12 r. Whether Defendants should be enjoined from maintaining and enforcing the
13 practices and policies that are alleged to have violated the Labor Code, IWC Wage Order
14 4, and California law;
- 15 s. The appropriate amount of damages, restitution, and/or penalties earned, due,
16 and/or owing to Plaintiff and the Class resulting from Defendants' violation of the Labor
17 Code, IWC Wage Order 4, and California law; and
- 18 t. Whether Plaintiff and the Class are entitled to compensatory damages pursuant to
19 the Labor Code.

20 37. **Superiority:** A class action is superior to other available methods for the fair and
21 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
22 where individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits
23 against corporate defendants. A class action is superior to other available means for fair and
24 efficient adjudication of class members' claims and offers significant benefits to the parties and
25 the court. A class action will allow a number of similarly situated persons to simultaneously and
26 efficiently prosecute their common claims in a single forum without the unnecessary duplication
27 of effort and expense that numerous individual actions would entail. The individual monetary
28 amounts due to many class members may not be large enough on their own for individual class

1 members to obtain legal representation and relief. Moreover, a class action will serve important
2 public interests by enabling the non-waivable statutory rights of class members to be effectively
3 asserted, and fundamental public policies to be vindicated, in one proceeding. A class action will
4 also provide a means for vindicating the rights of workers who currently provide courier services
5 to Defendants and are less likely to come forward to assert their rights based on fears of reprisal.
6 Finally, a class action will prevent the potential for inconsistent or contradictory judgments
7 inherent in individual litigation and address the problems inherent in random and fragmentary
8 enforcement.

9 38. Plaintiff intends to send notice to all members of the Class to the extent required by
10 Labor Code section 382. The names and addresses of the Class are available from Defendants.

11 VI. CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 Failure to Pay for All Hours Worked

14 (Violation of Labor Code section 204, 204b, 221 223, 1194, 1194.2, 1197, 1198 & Wage Order 4)

(Plaintiff and Others Similarly Situated Against Defendants)

15 39. Plaintiff re-alleges and incorporate the above allegations above as if fully stated
16 herein.

17 40. At all relevant times, Defendants have been subject to Labor Code and Wage Order
18 provisions requiring compensation for all “hours worked” at the legal minimum rates established
19 state-wide and locally. Defendants violated the Wage Order and Labor Code sections 204, 204b,
20 221, 223, 1194, 1194.2, 1197, and 1198 by failing to compensate Plaintiff and Class Members for
21 all hours worked.

22 41. The IWC Wage Orders define hours worked as all “time during which an employee
23 is subject to the control of an employer and includes all the time the employee is suffered or
24 permitted to work, whether or not required to do so.” Further, the Wage Orders and California law
25 require compensation for small fractions of time or de minimis time.

26 42. At all times relevant to this action, Plaintiff and Class Members were entitled to
27 compensation at rates that were not less than the legal minimum wage, pursuant to the Local
28

1 Ordinance, Wage Orders and Labor Code sections 1194 and 1197. Defendants violated these
2 provisions by failing to compensate Plaintiff, and, on information and belief, Class Members for
3 all hours worked.

4 43. Defendants' conduct also violates Labor Code sections 204, 204b, 221, and 223.
5 Defendants have secretly paid Plaintiff and, on information and belief Class Members, less than
6 the rates designated by statute or contract while purporting to pay the designated rates and have
7 violated Labor Code sections 204 and 204b by failing to pay all wages owed weekly or semi-
8 monthly.

9 44. Pursuant to Labor Code section 1194.2, because Plaintiff seeks to recover wages in
10 this action resulting from Defendants' payment of a wage less than the minimum wage fixed by
11 an order of the commission or by statute, she is entitled to recover liquidated damages in an
12 amount equal to the wages unlawfully unpaid and interest thereon. Plaintiff seeks liquidated
13 damages on behalf of the Class she seeks to represent.

14 45. Pursuant to Labor Code section 558.1, any employer or other person (i.e., owner,
15 officer, director or managing agent) acting on behalf of an employer who violates or causes a
16 violation of Labor Code section 1194 or of any provision regulating minimum wages or hours and
17 days of work in any order of the Industrial Welfare Commission (IWC), may be held liable as the
18 employer.

19 46. The violations described herein, including, but not limited to, the violations of
20 California Labor Code sections 204b, 223, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Wage
21 Order 4, serve as predicate violations under PAGA. Plaintiff has complied with the
22 administrative procedures set forth in California Labor Code § 2699.3 to bring a claim for civil
23 penalties under PAGA and as such seeks civil penalties on behalf of the State of California, the
24 PAGA Workforce and herself. PAGA penalties are sought against all Defendants pursuant to
25 Labor Code §§ 200, 204b, 210, 223, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f)
26 and 2698 *et seq.*

27 47. As such, Plaintiff seeks unpaid wages, interest thereon, awards of reasonable costs
28 and attorneys' fees, as well as liquidated damages in amounts subject to proof for herself and on

1 behalf of the Class.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **(Violation of Labor Code sections 510, 1194, 1198, Wage Order 4)**

5 **(Plaintiff and Others Similarly Situated Against All Defendants)**

6 48. Plaintiff incorporates each of the preceding paragraphs of this Complaint by
7 reference as if fully set forth herein.

8 49. At all times relevant to this action, Defendants have been subject to California
9 Labor Code and Wage Order provisions requiring overtime compensation, including IWC Wage
10 Order 4 and Labor Code sections 510, 1194, and 1198. California law requires overtime
11 compensation at the rate of one and one-half (1½) times the regular rate of pay for hours in excess
12 of eight (8) in a workday and forty (40) hours in a workweek. Similarly, these overtime
13 provisions require overtime pay at the rate of two (2) times the regular rate of pay for hours in
14 excess of twelve (12) in a workday and eight (8) on any seventh (7th) consecutive day of a
15 workweek (*i.e.*, double-time pay).

16 50. At all times relevant to this action, Plaintiff and, on information and belief, the
17 Class worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek
18 without compensation at the required overtime rates.

19 51. Plaintiff is informed, believes, and thereon alleges that, at all relevant times
20 Defendants have failed to pay her and Class Members overtime wages for overtime hours worked.

21 52. Pursuant to Labor Code section 558.1, any employer or other person (*i.e.*, owner,
22 officer, director or managing agent) acting on behalf of an employer who violates or causes a
23 violation of Labor Code section 1194 or of any provision regulating overtime wages or hours and
24 days of work in any order of the Industrial Welfare Commission (IWC), may be held liable as the
25 employer.

26 53. The violations described herein, including but not limited to the violations of Labor
27 Code sections 510, 1194, and 1198 serve as predicate violations under PAGA. Plaintiff has
28 complied with the administrative procedures set forth in Labor Code section 2699.3 to bring a

1 claim for civil penalties under PAGA and seek penalties for the state and workforce for the
2 violations described herein, including penalties under Labor Code sections 200, 204b, 210, 223,
3 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f) and 2699, et seq. PAGA penalties are
4 sought against all Defendants, including wages as penalties pursuant to Labor Code sections 558
5 and 1197.1

6 54. Pursuant to Labor Code sections 1194(a), Plaintiff seeks to recover earned and
7 unpaid overtime wages, interest thereon, as well as awards of reasonable costs and attorneys' fees,
8 all in amounts subject to proof.

9 **THIRD CAUSE OF ACTION**

10 Failure to Provide Meal Periods, or Premium Wages in Lieu Thereof
11 (Violation of Labor Code sections 226.7, 512, Wage Order 4)
12 (Plaintiff and Others Similarly Situated Against All Defendants)

13 55. Plaintiff re-alleges and incorporates each of the preceding paragraphs of this
14 Complaint by reference as though fully set forth herein.

15 56. Labor Code section 512 and IWC Wage Order 4(11) impose an affirmative
16 obligation on employers to provide employees with an uninterrupted, duty-free, meal period of at
17 least thirty (30) minutes for each work period of five (5) or more hours before the end of the fifth
18 (5th) hour of work. Section 512 further provides that employers must provide employees with a
19 second thirty (30) minute meal period for shifts greater than ten (10) hours.

20 57. Labor Code section 226.7 prohibits any employer from requiring any employee to
21 work during any meal period mandated by an applicable IWC wage order, and states that an
22 employer that fails to provide an employee with a required meal period in compliance with Section
23 512, and the Wage Orders shall pay that employee one additional hour of pay at the employee's
24 regular rate of compensation (i.e., a meal period premium) for each work day that the employer
25 does not provide a compliant meal period.

26 58. Labor Code section 1198 makes it unlawful for an employer to employ any person
27 under conditions of employment that violate IWC Wage Order 4.

28 59. At all times relevant to this action Plaintiff and, on information and belief, Class

1 Members desired to take meal periods but were prevented from taking meal periods due to
2 Defendants' policies and practices that actively discouraged meal periods. Defendants failed to
3 relieve Plaintiff and, on information and belief, Class Members of all duties for uninterrupted off-
4 duty meal periods of at least one (1) net thirty (30) minute meal period before the end of their fifth
5 (5th) hour of work, two (2) net thirty (30) minute meal periods for shifts greater than ten (10)
6 hours, and failed to pay premium wages in lieu of providing lawful meal periods on such workdays.

7 60. As a result of Defendants' policies and practices, Plaintiff and Class Members are
8 entitled to receive premium wage compensation in an amount equal to one hour of additional
9 wages at their respective regular rates of pay for each workday that Defendants failed to provide
10 lawful meal periods pursuant to Labor Code section 226.7.

11 61. Pursuant to Labor Code section 558.1, any employer or other person (i.e., owner,
12 officer, director or managing agent) acting on behalf of an employer who violates or causes a
13 violation of Labor Code section 226.7 or of any provision regulating minimum wages or hours and
14 days of work in any order of the Industrial Welfare Commission (IWC), may be held liable as the
15 employer.

16 62. The violations described herein, including but not limited to the violations of Labor
17 Code sections 226.7 and 512 serve as predicate violations under PAGA. Plaintiff has complied
18 with the administrative procedures set forth in Labor Code section 2699.3 to bring a claim for civil
19 penalties under PAGA and seek penalties for the state and workforce for the violations described
20 herein, including penalties under Labor Code sections 512, 558, 1197.1, 2699(f) and 2698, *et seq.*
21 PAGA penalties are sought against all Defendants, including for wages as penalties pursuant to
22 Labor Code sections 558 and 1197.1.

23 63. As such, Plaintiff seeks premium wages, interest thereon, and an award of
24 reasonable costs in amounts subject to proof.

25 **FOURTH CAUSE OF ACTION**

26 Failure to Provide Rest Breaks, or Premium Wages in Lieu Thereof

27 (Violation of Labor Code section 226.7, Wage Order 4)

28 (Plaintiff and Others Similarly Situated Against All Defendants)

1 64. Plaintiff re-alleges and incorporates each of the preceding paragraphs of this
2 Complaint by reference as though fully set forth herein.

3 65. Labor Code section 226.7 prohibits any employer from requiring any employee to
4 work during any rest break mandated by IWC Wage Order 4.

5 66. IWC Wage Order 4(12) imposes an affirmative obligation on employers to permit
6 and authorize employees to take required rest breaks at a rate of no less than net-ten (10) minutes
7 for each four (4) hour work period, or major fraction thereof, that must be in the middle of each
8 work period insofar as is practicable

9 67. Labor Code section 1198 makes it unlawful for an employer to employ any person
10 under conditions of employment that violate IWC Wage Order 4.

11 68. Labor Code section 226.7 and IWC Wage Order 4(12)(C) require employers to pay
12 non-exempt employees an additional hour of premium wages at the employee's regular rate of
13 compensation on each workday that the employee is not provided with a rest break.

14 69. At all times relevant to this action, Defendants failed to authorize and permit rest
15 periods of at least a net 10 minutes of time completely off duty at a rate of one rest period for shifts
16 greater than three and one-half (3.5) hours up to six hours, two rest breaks for shifts greater than
17 six hours up to 10 hours, and three rest breaks for shifts greater than 10 hours up to 14 hours, and
18 so on. Further, Defendants failed to pay premium wages in lieu of providing lawful rest breaks on
19 such workdays.

20 70. As a result of Defendants' policies and practices, Plaintiff and Class Members are
21 entitled to receive premium wage compensation in an amount equal to one hour of additional
22 wages at the applicable minimum or contractual rates of pay for each workday that Defendants
23 failed to provide her with lawful rest breaks pursuant to Labor Code section 226.7.

24 71. Pursuant to Labor Code section 558.1, any employer or other person (i.e., owner,
25 officer, director or managing agent) acting on behalf of an employer who violates or causes a
26 violation of Labor Code section 226.7 or of any provision regulating overtime wages or hours and
27 days of work in any order of the IWC, may be held liable as the employer.

28 72. The violations described herein, including but not limited to the violations of Labor

1 Code section 226.7 serve predicates for PAGA liability. Plaintiff has complied with the
2 administrative procedures set forth in Labor Code section 2699.3 to bring a claim for civil penalties
3 under PAGA and seek penalties for the state and workforce for the violations described herein,
4 including penalties under Labor Code sections 512, 558, 1197.1, 2699(f) and 2698, et seq. PAGA
5 penalties are sought against all Defendants, including for wages as penalties pursuant to Labor
6 Code sections 558 and 1197.1.

7 73. As such, Plaintiff seeks premium wages, interest thereon, and an award of
8 reasonable costs in amounts subject to proof.

9 FIFTH CAUSE OF ACTION

10 Failure to Provide Accurate Itemized Wage Statements

11 (Violation Labor Code section 226, Wage Order 4)

12 (Plaintiff and Others Similarly Situated Against All Defendants)

13 74. Plaintiff re-alleges and incorporates each of the preceding paragraphs of this
14 Complaint by reference as though fully set forth herein.

15 75. Labor Code section 226(a) provides, in relevant part, that every employer must
16 furnish each employee with an itemized wage statement that accurately shows the following:

17 (1) gross wages earned, (2) total hours worked by the employee, except as
18 provided in subdivision (j), (3) the number of piece-rate units earned and
19 any applicable piece rate if the employee is paid on a piece-rate basis, (4)
20 all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned,
22 (6) the inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and only the last four digits of his or her social
24 security number or an employee identification number other than a social
25 security number, (8) the name and address of the legal entity that is the
26 employer and, if the employer is a farm labor contractor, as defined in
27 subdivision (b) of Section 1682, the name and address of the legal entity
28 that secured the services of the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of
hours worked at each hourly rate by the employee....

76. On information and belief, at all times relevant to this action, the wage statements
provided by Defendants to Plaintiff and the Class have failed to contain accurate information
required by Labor Code section 226, including accurate gross and net wages earned, total hours

1 worked and all applicable rates of pay and corresponding number of hours at each rate of pay.

2 77. On information and belief, by failing to pay Plaintiff and the Class for all off-the-
3 clock hours worked at minimum, overtime, double-time, and/or contractual wage rates, and
4 premium wages for unlawfully-provided meal periods and/or rest breaks, Defendants have
5 furnished Plaintiff and the Class with itemized wage statements that do not accurately reflect,
6 among other things, gross and net wages earned, the total number of hours worked at each
7 applicable wage rate, and all deductions made.

8 78. On information and belief, Defendants' failure to provide accurate itemized wage
9 statements has been knowing and intentional, in that Defendants have, at all relevant times, had
10 the ability to provide accurate itemized wage statements, but have instead knowingly and
11 intentionally provided inaccurate wage statements as a result of not keeping accurate records of all
12 hours worked, and the total amount of minimum, overtime, double-time, contractual, and/or
13 premium wages owed.

14 79. On information and belief, Plaintiff and Class Members have suffered injuries due
15 to Defendants' failure to provide accurate itemized wage statements in that, among other things,
16 her legal rights to receive accurate itemized wage statements have been violated, she has been
17 misled about the amounts of wages she has earned, she has been prevented from immediately
18 challenging allegedly unlawful pay practices, she has needed or will need to reconstruct time and
19 pay records and perform mathematical computations to determine the amounts of wages she has
20 earned or the applicable rates of pay, and/or have had inaccurate information about her wages and
21 deductions submitted to government agencies.

22 80. Pursuant to Labor Code section 226(e), Plaintiff and the Class are entitled to recover
23 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
24 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
25 not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as awards of
26 reasonable attorneys' fees and costs, all in amounts subject to proof.

27 81. Pursuant to Labor Code section 558.1, any employer or other person (i.e., owner,
28 officer, director or managing agent) acting on behalf of an employer who violates or causes a

1 violation of Labor Code section 226 or of any provision regulating overtime wages or hours and
2 days of work in any order of the IWC, may be held liable as the employer.

3 82. Defendants' violation of Labor Code section 226 serves a predicate violation of
4 PAGA, subjecting Defendants to liability for civil penalties owed to the state, the workforce and
5 Plaintiff. Plaintiff has complied with the administrative procedures set forth in Labor Code section
6 2699.3 to bring a claim for civil penalties under PAGA and seek penalties for the state and
7 workforce for the violations described herein, including penalties under Labor Code sections
8 226.3, 1174.5, 2699(f) and 2698, et seq.

9 83. As such, Plaintiff seeks statutory wage statement penalties, injunctive relief, and
10 awards of reasonable costs and attorneys' fees in amounts subject to proof.

11 **SIXTH CAUSE OF ACTION**

12 Waiting Time Penalties

13 (Violation of Labor Code sections 201-203)

14 (Plaintiff and Others Similarly Situated Against All Defendants)

15 84. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully
16 set forth herein.

17 85. Labor Code section 201 provides that all of the earned and unpaid wages of an
18 employee who is discharged become due and payable immediately at the time of discharge.

19 86. Labor Code section 202 provides that all of the earned and unpaid wages of an
20 employee who quits become due and payable at the time of quitting if the employee gives at least
21 72-hours notice before quitting, or within 72 hours of quitting if the employee gives less than 72-
22 hours notice before quitting.

23 87. Labor Code section 203 provides that the wages of a terminated employee will
24 continue as a penalty for up to thirty calendar days if the employer willfully fails to timely pay any
25 earned and unpaid wages to the employee in the times set forth in Labor Code sections 201-202.

26 88. On information and belief, by failing to pay Plaintiff and Class Members all wages
27 owed, premium wages for unlawful rest and meal period violations, and/or overtime wages,
28 Defendants failed to timely pay Plaintiff and Class Members all earned and unpaid wages in

1 violation of Labor Code section 201 and 202.

2 89. Plaintiff is informed and believes, and thereon alleges that, by failing to pay her and
3 Class Members earned premium wages, minimum wages, and/or overtime wages, Defendants have
4 failed to timely pay them all earned and unpaid wages in violation of Labor Code §§ 201 or 202.

5 90. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
6 Defendants' failure to pay her and Class Members earned and unpaid wages in violation of Labor
7 Code §§ 201–202 has been willful in that Defendants had the ability to fully comply with the
8 requirements set forth in those statutes, but deliberately chose to maintain policies and practices
9 with respect to payroll that are incompatible with those requirements.

10 91. Pursuant to Labor Code section 558.1, any employer or other person (i.e., owner,
11 officer, director or managing agent) acting on behalf of an employer who violates or causes a
12 violation of Labor Code sections 201 and/or 202 or of any provision regulating overtime wages or
13 hours and days of work in any order of the IWC, may be held liable as the employer.

14 92. The failure to timely pay all wages owed to Plaintiff and Class Members upon
15 separation from employment under Sections 201 and 202 of the Labor Code serves as a predicate
16 for PAGA penalties. Plaintiff has complied with the administrative procedures set forth in Labor
17 Code section 2699.3 to bring a claim for civil penalties under PAGA and seek penalties for the
18 state, the workforce and themselves for the violations described herein, including penalties under
19 Labor Code sections 201, 202, 203, 256, 1197.1 and 2698, *et seq.*

20 93. Pursuant to Labor Code § 203, Plaintiff seeks up to thirty days of wages as waiting
21 time penalties in amounts subject to proof.

22 **SEVENTH CAUSE OF ACTION**

23 California Unfair Competition Law

24 (Violation of Bus. & Prof. Code section 17200 *et seq.*)

25 (Plaintiff and Others Similarly Situated Against All Defendants)

26 94. Plaintiff incorporates all of the preceding paragraphs of this Complaint as if fully
27 set forth herein.

28 95. Business and Professions Code § 17200 defines “unfair competition” to include any

1 unlawful business practice.

2 96. As set forth above, Plaintiff and Class Members have lost money or property in the
3 form of earned regular rate and overtime wages and/or premium wages as a result of Defendants'
4 unlawful failure to pay her those wages, and related failures to maintain accurate records, in
5 violation of the requirements of the Labor Code and the Wage Order.

6 97. Plaintiff is informed, believes, and thereon alleges that, at all relevant times and as
7 set forth above, Defendants have either acquired, or may have acquired, money or property in the
8 form of regular rate and overtime wages and/or premium wages from Plaintiff by means of unfair
9 competition as a result of Defendants' unlawful failures to pay them those wages, and related
10 failures to maintain accurate records, in violation of the requirements of the Labor Code and the
11 Wage Order.

12 98. Pursuant to Business and Professions Code § 17203, Plaintiff seeks restitution of
13 all moneys and property, including, but not limited to, earned regular rate, overtime, and premium
14 wages that Defendants either acquired, and/or may have acquired, from Plaintiff and Class
15 Members by means of unfair competition in amounts subject to proof at trial.

16 99. Plaintiff and Class Members are also entitled to attorneys' fees and costs for
17 promoting the interests of the members of the general public, in causing the Defendants to cease
18 their unfair business practices.

19 **EIGHTH CAUSE OF ACTION**

20 California Private Attorneys General Act ("PAGA")

21 (Violation of Labor Code section 2698 et seq.)

22 (Plaintiff for Herself, The PAGA Workforce and the State Against Defendants)

23 100. Plaintiff re-alleges and incorporates each of the preceding paragraphs of this
24 Complaint by reference as though fully set forth herein.

25 101. Plaintiff is an aggrieved employee as defined in California Labor Code section
26 2699(a). She brings this PAGA cause of action on behalf the State of California with respect to
27 the labor law violations that she and all other current or former Employment Specialists and Case
28 Managers experienced during the relevant time-period, as alleged in this complaint.

1 102. As described in this complaint, Defendants violated the California Labor Code by
2 failing to compensate for all hours worked, failing to pay at the statutory or required rates, failing
3 to pay overtime wages, failing to comply with the rest and meal period requirements or pay
4 additional wages in lieu thereof, failing to provide accurate itemized wage statements, failing to
5 maintain accurate time and payroll records, and maintaining the policies and practices described
6 in this complaint. As a consequence, Defendants have violated the rights of Plaintiff and, on
7 information and belief, the rights of other current or former employees who worked for Defendants
8 as non-exempt employees and are defined herein as the PAGA Workforce.

9 103. PAGA permits an individual to recover civil penalties on behalf of herself and other
10 current or former employees for violations of the Labor Code. Cal. Labor Code section 2699(a).

11 104. Defendants are liable for PAGA penalties for the Wage Order and Labor Code
12 violations described in this complaint. Plaintiff alleges that Defendants violated: sections 201-
13 203, 256 and 1197.1 subjecting Defendants to liability for waiting time penalties based on willful
14 (section 203) failure to pay all wages owed timely upon separation from employment; sections
15 200, 204, 204b, and 210 by failing to pay all wages owed weekly, semi-monthly or when due;
16 sections 221, 223 for secretly paying less than the statutory or contractual rate; sections 226, 226.3
17 and 2699(f) for providing inaccurate wage statements; sections 226.7, 512, 558 and the Wage
18 Orders for failing to comply with meal period and rest break requirements and failing to pay
19 premiums in lieu of rest breaks and meal periods; sections 510, 511, 558, 1198 and PAGA for
20 failing to pay overtime; sections 1174 and 1174.5 for failing to maintain required payroll records;
21 and sections 1194, 1194.2, 1197 and 1197.1 for failure to pay minimum wage or paying less than
22 the applicable state or local law. In addition, Defendants violated provisions of the California
23 Industrial Welfare Commission Wage Orders, including provisions governing payment for all
24 hours worked, minimum wage, overtime, rest and meal breaks, and accurate record-keeping.

25 105. California Labor Code section 1174(d) requires employers to keep “payroll records
26 showing the hours worked daily by and the wages paid to” all employees. Section 1174 requires
27 employers to keep such records for at least three years.

28 106. The applicable Wage Orders require employers to keep accurate time records

1 showing when an employee begins and ends each work period, meal period and rest period, as
2 well as total hours worked in the payroll period and applicable rates of pay.

3 107. Defendants have failed to maintain accurate records required by the Wage Order
4 and Labor Code, subjecting it to civil penalties pursuant to Labor Code sections 1174.5.

5 108. Defendants are liable for civil penalties for their failure to compensate for all hours
6 worked, pursuant to Labor Code sections 200, 204, 204b, 210, 221, 223, 510, 511, 558, 1194,
7 1194.2, 1197, 1197.1, 1198, 2699(f) and 2698 *et seq.*

8 109. Defendants are liable for civil penalties for failing to pay overtime, pursuant to
9 Labor Code sections 200, 204, 204b, 210, 223, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198,
10 2699(f) and 2698 *et seq.*

11 110. Defendants are liable for failing to provide accurate wage statements. Civil
12 penalties are due pursuant to Labor Code sections 226.3 and 2699(f).

13 111. Defendants are liable for civil penalties pursuant to California Labor Code sections
14 558 and 2698 *et seq.* for violating the rest and meal period requirements of the Wage Order and
15 Labor Code sections 226.7 and 512.

16 112. Defendants are liable for civil penalties pursuant to California Labor Code sections
17 203, 256, 1197.1 and 2698 *et seq.* for failing to pay all wages owed timely upon separation from
18 employment, in violation of Labor Code sections 201 and 202.

19 113. Plaintiff seeks civil penalties for herself, the state and the PAGA Workforce, as
20 well as attorney's fees and cost of suit, pursuant to PAGA.

21 **VII. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for relief as follows:

23 1. For an order awarding Plaintiff and the Class compensatory damages for all wages
24 earned but not paid, and all overtime and double-time wages earned and not paid, in the amount to
25 be proven at trial, pursuant to Labor Code sections 200, *et seq.*, 221, 223, 510, 511, 1194, 1197,
26 and 1198;

27 2. For pre-judgment interest of ten percent (10%) on the unpaid wages and overtime
28 compensation owed under Labor Code section 218.6;

1 3. For an order awarding Plaintiff and the Class unpaid overtime, minimum wage and
2 liquidated damages under Labor Code sections 1194 and 1194.2;

3 4. For an award of attorney's fees pursuant to Labor Code sections 1194 and 2699;

4 5. For an order awarding Plaintiff and the Class meal period and rest break premium
5 wages pursuant to Labor Code section 226.7;

6 6. For "waiting time" penalties to Plaintiff and the Class pursuant to California Labor
7 Code section 203;

8 7. For an order awarding Plaintiff and the Class penalties, injunctive relief and
9 attorney's fees pursuant to Labor Code section 226;

10 8. For an order awarding Plaintiff and the Class penalties, injunctive relief and
11 attorney's fees pursuant to Labor Code section 1198.5;

12 9. For an order awarding Plaintiff and the Class earned but unpaid wages as equitable
13 relief pursuant to the UCL for a period that extends the statute of limitations or recovery period
14 for wages to four years;

15 10. For declaratory judgment that the actions, conduct, and practices of Defendants
16 complained of herein constitute unfair business practices under the UCL;

17 11. For an injunction and order permanently restraining Defendants from engaging in
18 the unlawful business practices complained of herein;

19 12. For an order certifying a class of non-exempt employees who worked for
20 Defendants as Employment Specialists and Case Managers within the State of California during
21 the period four (4) years prior to the filing of the initial complaint in this action through the date
22 of this action's final disposition;

23 13. For an order appointing Jaclyn Epter as class representative;

24 14. For an order appointing counsel for Plaintiff as class counsel;

25 15. For reasonable attorney's fees and costs, including expert witness fees, pursuant to
26 Code of Civil Procedure section 1021.5 and other provisions of the California Labor Code;

27 16. For an award of civil penalties payable to Plaintiff and other current or former
28 employees (PAGA Workforce) under PAGA for each violation of the Labor Code and Wage

1 Order described in this complaint, including but not limited to penalties under Labor Code
2 sections 200, 201-203, 204, 204b, 210, 221, 223, 226, 226.3, 510, 511, 512, 558, 1174, 1174.5,
3 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f) and 2698 *et seq*;

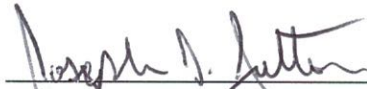
4 17. For interest to the extent permitted by law;

5 18. For costs and expenses of this action; and

6 19. For such other and further relief as the Court deems just and proper.

7
8 Dated: December 13, 2019

9 **ADVOCATES FOR WORKER RIGHTS LLP**

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12 _____
13 Marco A. Palau
14 Joseph D. Sutton
15 Eric S. Trabucco
16 Attorneys for Plaintiff
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