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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ALICIA DELGADO and RICHARD SILVA,
 individually and on behalf of all others similarly
 situated,

Plaintiff,

vs.

AKUA BEHAVIORAL HEALTH, INC., a
 corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22STCV013591

*Assigned for all purposes to the Honorable
 Elaine Lu, Dept. 9*

CLASS ACTION

**THIRD AMENDED CLASS ACTION
 AND REPRESENTATIVE ACTION
 COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code §§ 2698, et seq. (Private Attorneys General Act)

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1 Plaintiffs ALICIA DELGADO and RICHARD SILVA (“Plaintiffs”) individually and on
2 behalf of other members of the general public similarly situated, and as private attorneys general,
3 based upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, allege as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this action against Defendants AKUA BEHAVIORAL HEALTH, INC.
7 and DOES 1 THROUGH 20 (hereinafter also collectively referred to as “Defendants”) for California
8 Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’
9 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit
10 rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate
11 wage statements, failure to maintain accurate time and payroll records, and failure to reimburse
12 necessary business-related expenses.

13 2. Plaintiffs’ First through Eighth Causes of Action are brought as a class action on behalf
14 of themselves and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 18,
16 below) pursuant to California Code of Civil Procedure section 382. The monetary damages and
17 restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will
18 be established according to proof at trial.

19 3. Plaintiffs’ Ninth Cause of Action is brought as a representative action pursuant to
20 California Labor Code section 2698, *et seq* on behalf of themselves, the State of California, and all
21 individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt
22 employees at any time during the period from April 22, 2021 to entry final judgment (“Aggrieved
23 Employees”). Plaintiffs are aggrieved employees against whom one or more of the alleged violations
24 occurred. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior
25 Court and will be established according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
28 those given by statute to other courts. The statutes under which this action is brought do not specify

any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff ALICIA DELGADO and RICHARD SILVA is an individual residing in the State of California, County of Los Angeles.

8. Defendant AKUA BEHAVIORAL HEALTH, INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Plaintiffs are ignorant of the identities of defendants Does 1 through 20, inclusive, and therefore sue these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff are informed and believe and thereon allege that each of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by their conduct. Plaintiffs will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

10. Defendant AKUA BEHAVIORAL HEALTH, INC. and Doe Defendants 1 through 20 are collectively referred to herein as "Defendants."

11. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture, conspiracy, or alter ego relationship.

12. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiffs, the Class, and the Aggrieved Employees consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

13. At all relevant times, Defendants, directly or indirectly, had the authority to hire and terminate Plaintiffs, the Class, and the Aggrieved Employees, and controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants employers jointly liable under the statutory provisions set forth herein.

14. At all relevant times, Defendants exercised sufficient authority over the terms and conditions of Plaintiffs', the Class's, and the Aggrieved Employees' employment for them to be joint employers of Plaintiffs, the Class, and the Aggrieved Employees.

15. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiffs are informed and believe, and based thereon allege, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring the First through Eighth Causes of Action as a class action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

18. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

19. Plaintiffs also seek to certify the following subclasses:

- 1 a. **Unpaid Wages Subclass:** All persons who were employed by Defendants in the State
2 of California at any time in the three years preceding the filing of this Complaint who
3 were not paid all wages earned as required by applicable law including, but not limited
4 to, the IWC Wage Order and Cal. Labor Code §§ 204, 246, 515, 558, 1194, and/or
5 1197.
- 6 b. **Meal Period Subclass:** All persons who were employed by Defendants, by any of
7 them or jointly, in the State of California at any time in the three years preceding the
8 filing of this Complaint who did not receive all uninterrupted, duty-free meal periods
9 in compliance with California law and/or who were not paid one hour of regular rate
10 for any legally-compliant, uninterrupted, duty-free meal period that was not provided.
- 11 c. **Rest Period Subclass:** All persons who were employed by Defendants in the State of
12 California at any time in the three years preceding the filing of this Complaint who did
13 not receive all uninterrupted, duty-free rest periods in compliance with California law
14 and/or who were not paid one hour of regular rate for any legally-compliant,
15 uninterrupted, duty-free rest period that was not provided.
- 16 d. **Business Expenses Subclass:** All persons who were employed by Defendants in the
17 State of California at any time in the three years preceding the filing of this Complaint
18 who were not fully reimbursed for all necessary business expenditures including, but
19 not limited to, use of personal cell/smartphone devices, home internet and Wi-Fi
20 service, use of the employees' home office and supplies.
- 21 e. **Wage Statement Subclass:** All persons who were employed by Defendants in the
22 State of California at any time in the one year preceding the filing of this Complaint
23 who received an itemized wage statement that did not contain one or more of the
24 following items required by Cal. Labor Code §226(a): (1) the correct applicable pay
25 rates, (2) the number of piece rate units earned, (3) the applicable piece rate(s), (4)
26 gross wages earned, (5) all deductions, (6) the net wages earned, and (7) the legal name
27 of the entity that is the employer
- 28 f. **Waiting Time Penalties Subclass:** All persons who were employed by Defendants in

1 the State of California at any time in the three years preceding the filing of this
2 Complaint who did not receive all wages due at the time of termination as required by
3 Cal. Labor Code §§ 201-203.

4 20. The Class and Subclasses are ascertainable and there is a well-defined community of
5 interest in the litigation:

- 6 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
7 is impracticable. The membership of the entire Class is unknown to Plaintiffs at this
8 time; however, the Class is estimated to be over fifty (50) individuals and the identity
9 of such membership is readily ascertainable by inspection of Defendants' employment
10 records.
- 11 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated
12 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
13 Members with whom they have a well-defined community of interest.
- 14 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
15 Member, with whom they have a well-defined community of interest and typicality of
16 claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the
17 other Class Members. Plaintiffs' attorneys, the proposed class counsel, are versed in
18 the rules governing class action discovery, certification, and settlement. Plaintiffs have
19 incurred, and during the pendency of this action will continue to incur, costs and
20 attorneys' fees, which have been, are, and will be necessarily expended for the
21 prosecution of this action for the substantial benefit of each Class Member.
- 22 d. Superiority: A class action is superior to other available methods for the fair and
23 efficient adjudication of this litigation because individual joinder of all Class Members
24 is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class action will
26 advance public policy objectives. Employers of this great state violate employment
27 and labor laws every day. Current employees are often afraid to assert their rights out
28 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.

21. There are common questions of law and fact as to the Class 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 Plaintiffs and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other Class Members;
- d. Whether Defendant misclassified Plaintiffs and other Class Members as exempt employees;
- e. Whether Defendants deprived Plaintiffs and the other Class Members of meal and/or rest periods or required Plaintiffs and the other Class Members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- g. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- h. Whether Defendants failed to pay minimum wages to Plaintiffs and the other Class Members for all hours worked;
- i. Whether Defendants failed to pay Plaintiffs and the other Class Members the required minimum wage pursuant to California law;
- j. Whether Defendants failed to pay Plaintiffs and the other Class Members proper

- 1 overtime compensation pursuant to California law;
- 2 k. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
- 3 Members within the time required upon their discharge or resignation from
- 4 employment;
- 5 l. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for all
- 6 necessary business-related expenses and costs;
- 7 m. Whether Defendants complied with wage reporting as required by the California Labor
- 8 Code, including section 226;
- 9 n. Whether Defendants' conduct was with malice, fraud or oppression;
- 10 o. Whether Defendants' conduct was willful or reckless;
- 11 p. Whether Defendants engaged in unfair business practices in violation of California
- 12 Business & Professions Code section 17200, *et seq.* based on their improper
- 13 withholding of compensation and deduction of wages;
- 14 q. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 15 from Defendants' violation of California law; and
- 16 r. Whether Plaintiffs and the other Class Members are entitled to compensatory damages
- 17 pursuant to the California Labor Code.

18 **GENERAL ALLEGATIONS**

19 22. Defendants are a provider of substance use and mental health disorder treatment with

20 numerous locations throughout California, including locations in Los Angeles County, San Diego

21 County, Orange County, and Sacramento County.

22 23. Defendants employed Plaintiff ALICIA DELGADO to work as a Case Manager and

23 their facility location from approximately June 24, 2021 to February 12, 2022.

24 24. Defendants employed Plaintiff RICHARD SILVA to work as a Clinical Technician

25 and various residential facilities in Southern California from approximately July 2020 to October

26 2021.

27 25. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class, and

28 the Aggrieved Employees as hourly-paid or non-exempt employees.

1 26. At all times herein mentioned, Defendants were subject to the Labor Code of the State
2 of California and the applicable Industrial Welfare Commission Orders.

3 27. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in a
4 pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in
5 more detail below, this pattern and practice of wage abuse involved, *inter alia*, regularly requiring
6 Plaintiffs, the Class, and the Aggrieved Employees to work off the clock without compensation and/or
7 misclassifying Plaintiffs, the Class, and the Aggrieved Employees as exempt employees, thereby
8 failing to pay them for all hours worked, including minimum and overtime wages. Defendants also
9 implemented time rounding practices that at times resulted in the underpayment of wages, including
10 minimum and overtime wages, to Plaintiffs, the Class, and the Aggrieved Employees. Defendants also
11 implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from
12 accurately recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the
13 Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiffs,
14 the Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in
15 violation of California law. Defendants also failed to reimburse Plaintiffs, the Class, and the Aggrieved
16 Employees for all necessary business-related expenses, failed to timely pay wages during employment
17 and upon termination of employment, and failed to provide accurate itemized wage statements.

18 28. Throughout the time period involved in this case, Defendants have implemented
19 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees with
20 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class, and the
21 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
22 over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods, regularly failed to
23 permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
24 periods, and regularly impeded or discouraged Plaintiffs, the Class, and the Aggrieved Employees
25 from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of
26 work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth
27 hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate
28 records of meal periods taken by Plaintiffs, the Class, and the Aggrieved Employees.

1 29. Throughout the time period involved in this case, Defendants did not adequately inform
2 Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods under California
3 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
4 timing of meal periods for Plaintiffs, the Class, and the Aggrieved Employees. Instead, Defendants'
5 actual policy and practice was to schedule Plaintiffs, the Class, and the Aggrieved Employees in a
6 way Plaintiffs that prohibited them from taking timely and duty-free meal periods, and to require
7 Plaintiffs, the Class, and the Aggrieved Employees to work through their meal periods, for which they
8 were not compensated.

9 30. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
10 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
11 interrupted, or shortened in violation of California law. Defendants knew or should have known that
12 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all meal periods or
13 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
14 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide
15 legally compliant meal periods to Plaintiffs, the Class, and the Aggrieved Employees, and routinely
16 failed to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved Employees at their
17 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

18 31. Throughout the time period involved in this case, Defendants have implemented
19 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
20 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
21 Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods
22 for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty
23 rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to
24 authorize, permit, and provide such rest breaks in the middle of each work period.

25 32. Throughout the time period involved in this case, Defendants did not adequately inform
26 Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under California
27 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
28 timing of rest periods for Plaintiffs, the Class, and the Aggrieved Employees. Instead, Defendants'

1 actual policy and practice was to schedule Plaintiffs, the Class, and the Aggrieved Employees in a
2 way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly
3 require Plaintiffs, the Class, and the Aggrieved Employees to work through their rest periods.

4 33. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
5 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
6 interrupted, or shortened in violation of California law. Defendants knew or should have known that
7 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment
8 of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late,
9 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and
10 permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
11 pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved Employees at their regular
12 rate of pay when a rest period was missed, short, late and/or interrupted.

13 34. Throughout the time period involved in this case, Defendants regularly required
14 Plaintiffs, the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants
15 prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and the Aggrieved
16 Employees complete all of their assigned duties. To do so, Plaintiffs, the Class, and the Aggrieved
17 Employees were regularly required to perform work off the clock for which they were not compensated.

18 35. Throughout the time period involved in this case, Defendants employed a time rounding
19 policy that was not neutral and designed to consistently round time in Defendants' favor, ensuring that
20 Plaintiffs, the Class, and the Aggrieved Employees were oftentimes not paid for all time worked.

21 36. Throughout the time period involved in this case, Defendants implemented policies that
22 prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the actual
23 time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages
24 owed.

25 37. Throughout the time period involved in this case, Plaintiffs, the Class, and the
26 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

27 38. Throughout the time period involved in this case, Defendants regularly failed to pay
28 all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when they

1 worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work week,
2 or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single work week.
3 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
4 entitled to receive certain wages for overtime compensation and that they were not receiving wages
5 for overtime compensation.

6 39. Throughout the time period involved in this case, Defendants failed to pay overtime to
7 Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked based on regular
8 rates of pay correctly calculated to include all applicable remuneration.

9 40. Throughout the time period involved in this case, Defendants regularly failed to pay
10 Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
11 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
12 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
13 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
14 *alia*, failing to pay Plaintiffs, the Class, and the Aggrieved Employees at the required minimum wage
15 pursuant to California law, requiring Plaintiffs, the Class, and the Aggrieved Employees to perform
16 work off the clock, implementing time rounding policies that at times resulted in the underpayment of
17 wages to Plaintiffs, the Class, and the Aggrieved Employees.

18 41. Throughout the time period involved in this case, Plaintiff DELGADO, other Class
19 Members, and the Aggrieved Employee did not fall under any exemption recognized by California
20 law. Despite this fact, until at least 2022, Defendants intentionally misclassified Plaintiff DELGADO
21 other Class Members, and the Aggrieved Employee as exempt employees in order to avoid their legal
22 obligation to pay all overtime wages owed to Plaintiff DELGADO other Class Members, and the
23 Aggrieved Employee.

24 42. Throughout the time period involved in this case, Defendants regularly failed to pay
25 Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
26 resignation. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
27 Employees were entitled to receive all wages owed to them upon termination within the time
28 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved

1 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
2 including overtime compensation, minimum wages, and meal and rest period premiums, within any
3 time permissible under California Labor Code section 202.

4 43. Throughout the time period involved in this case, Defendants regularly failed to pay
5 Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible under
6 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
7 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all wages
8 owed to them during their employment. Plaintiffs, the Class, and the Aggrieved Employees did not
9 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
10 period premiums.

11 44. Throughout the time period involved in this case, Defendants regularly failed to
12 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved Employees.
13 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees were
14 entitled to receive complete and accurate wage statements in accordance with California law, but, in
15 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
16 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
17 earned, and the correct rates of pay.

18 45. Throughout the time period involved in this case, Defendants regularly failed to keep
19 complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
20 Defendants knew or should have known that Defendants were required to keep complete and accurate
21 payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance with California
22 law, but, in fact, did not keep complete and accurate payroll records.

23 46. Throughout the time period involved in this case, Defendants regularly failed to
24 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work
25 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

26 47. Throughout the time period involved in this case, Defendants failed to reimburse
27 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,
28 including but not limited to use of personal cell/smartphone devices, home internet and Wi-Fi service,

1 use of the employees' home office and supplies. Defendants knew or should have known that
2 Defendants were required to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all
3 necessary business-related expenses and costs, but, in fact, failed to do so in violation of California
4 law.

5 48. Throughout the time period involved in this case, Defendants knew or should have
6 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees pursuant
7 to California law. Defendants had the financial ability to pay such compensation, but willfully,
8 knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the Class, and the
9 Aggrieved Employees that they paid all wages owed to them, to increase Defendants' profits.

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

13 **FIRST CAUSE OF ACTION**

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

15 **(Against All Defendants)**

16 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
17 allegation set forth above.

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

22 52. Specifically, the applicable IWC Wage Order provides that Defendants are and were
23 required to pay Plaintiffs and the other Class Members employed by Defendants, and working more
24 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-
25 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
26 workweek.

27 53. The applicable IWC Wage Order further provides that Defendants are and were
28 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular rate

1 of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess
2 of eight (8) hours on the seventh day of work in a workweek.

3 54. California Labor Code section 510 codifies the right to overtime compensation at one-
4 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
6 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
7 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

8 55. During the relevant time period, Plaintiffs and the other Class Members regularly
9 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

10 56. During the relevant time period, Defendants intentionally and willfully failed to pay
11 overtime wages owed to Plaintiffs and the other Class Members, including but not limited to overtime
12 wages owed to Plaintiffs and the other Class Members for work performed off-the-clock and as a result
13 of Defendants' rounding practices.

14 57. During the relevant time period, Defendants further intentionally and willfully
15 misclassified Plaintiff ALICIA DELGADO and other Class Members as exempt employees in order
16 to avoid their legal obligations to pay overtime compensation.

17 58. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid balance
18 of overtime compensation, as required by California laws, violates the provisions of California Labor
19 Code sections 510 and 1198, and is therefore unlawful.

20 59. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
21 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
27 allegation set forth above.

28 61. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7

1 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendants.

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

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

11 64. At all relevant times, California Labor Code section 512(a) further provides that an
12 employer may not require, cause or permit an employee to work for a work period of more than ten
13 (10) hours per day without providing the employee with a second uninterrupted meal period of not
14 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
15 the second meal period may be waived by mutual consent of the employer and the employee only if
16 the first meal period was not waived.

17 65. During the relevant time period, Plaintiffs and the other Class Members who were
18 scheduled to work for a period of time longer than five (5) hours, and who did not waive their legally-
19 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
20 hours without an uninterrupted meal period of not less than thirty (30) minutes.

21 66. During the relevant time period, Plaintiffs and the other Class Members who were
22 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
23 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
24 minutes.

25 67. During the relevant time period, Defendants intentionally and willfully required
26 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that were
27 late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class Members the
28 full meal period premium for missed, shortened, late, or interrupted meal periods.

68. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

69. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

70. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Plaintiffs are also entitled to attorneys' fees and costs.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

71. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

72. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by Defendants.

73. 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.

74. 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 (3.5) hours."

75. During the relevant time period, Defendants required Plaintiffs 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.

76. During the relevant time period, Defendants willfully required Plaintiffs and the other

1 Class Members to work during rest periods, failed to allow Plaintiffs and the other Class Member to
2 take any rest period and/or failed to authorize and permit Plaintiffs and the other Class Members to
3 take uninterrupted, duty-free rest breaks.

4 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
5 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
6 performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class
7 Members from taking uninterrupted rest periods.

8 78. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
9 section 226.7.

10 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
11 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
12 additional hour of pay at the employees' regular hourly rate of compensation for each workday that
13 the rest period was not provided. Plaintiffs are also entitled to attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

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

16 **(Against All Defendants)**

17 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
18 allegation set forth above.

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

22 82. During the relevant time period, Defendants regularly failed to pay minimum wage to
23 Plaintiffs and the other Class Members as required pursuant to California Labor Code sections 1194,
24 1197, and 1197.1.

25 83. Defendants' failure to pay Plaintiffs and the other Class Members the minimum wage
26 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
27 sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their
28 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages

1 in an amount equal to the wages unlawfully unpaid and interest thereon.

2 84. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
3 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
4 unpaid and interest thereon.

5 **FIFTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 201, 202, 203)**

7 **(Against All Defendants)**

8 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
9 allegation set forth above.

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

16 87. During the relevant time period, the employment of Plaintiffs and many other Class
17 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
18 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
19 employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum
20 wages, straight time wages, overtime wages, meal period premiums, and rest period premiums, within
21 seventy-two (72) hours of their leaving Defendants' employ.

22 88. Defendants' failure to pay Plaintiffs and other Class Members who are no longer
23 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
24 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

90. Plaintiffs and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

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

(Against All Defendants)

91. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

93. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

94. Because of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

95. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional

1 and willful violation of California Labor Code section 226(a) because they were denied both their
2 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
3 pursuant to California Labor Code section 226(a).

4 96. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
5 actual damages caused by Defendants' failure to comply with California Labor Code section 226(a),
6 or an aggregate penalty not exceeding four thousand dollars per employee.

7 97. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with
8 this section, pursuant to California Labor Code section 226(g).

9 **SEVENTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

12 98. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
13 allegation set forth above.

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

18 100. Plaintiffs and the Class incurred necessary business-related expenses and costs that
19 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-
20 related expenses and costs included their failure to reimburse Plaintiffs and the Class for costs incurred
21 as a result of, including but not limited to, simple negligence.

22 101. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the Class
23 for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to recover
24 from Defendants their business-related expenses and costs incurred during the course and scope of
25 their employment, plus interest accrued from the date on which the employee incurred the necessary
26 expenditures at the same rate as judgments in civil actions in the State of California.

27 ///

EIGHTH CAUSE OF ACTION

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

(Against All Defendants)

102. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

103. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

104. 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.*

105. 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 Plaintiffs and the Class, 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 Plaintiffs and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, 203 and 204.

106. Defendants also violated California Labor Code sections 221, 226(a), 1174, 1194, 1197, 1197.1, 510, 2800, and 2802.

107. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

108. Plaintiffs and the Class have personally been injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

109. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs

1 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
2 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
3 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award
4 of costs.

5 **NINTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 2698, Et Seq.)**

7 **(Against All Defendants)**

8 110. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every
9 allegation set forth above.

10 111. Plaintiffs bring their ninth cause of action as a representative action on behalf of
11 themselves and similarly Aggrieved Employees in the capacity as private attorneys general pursuant
12 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

13 112. PAGA specifically provides for a private right of action to recover civil penalties for
14 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
15 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
17 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
18 brought by an aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

20 113. Plaintiffs were employed by Defendants and the Labor Code violations alleged above
21 were committed against them during their time of employment. Plaintiffs are therefore "aggrieved
22 employees" under PAGA.

23 114. As set forth in detail above, during all times relevant to this Action, Defendants have
24 routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor Codes
25 by:

26 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
27 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*

28 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime

1 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*

2 c. Misclassifying Plaintiff ALICIA DELGADO and other Aggrieved Employees as
3 exempt employees.

4 d. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
5 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an additional
6 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
7 and 512.

8 e. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take
9 duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved Employees an
10 additional hour of premium pay for rest period violations in violation of Labor Code §
11 226.7.

12 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of
13 their employment in violation of Labor Code §§ 201 and 202.

14 g. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during
15 employment in violation of Labor Code § 204.

16 h. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,
17 itemized wage statements in violation of Labor Code § 226.

18 i. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
19 Employees' work periods, meal periods, total daily hours, hours per pay period, total
20 wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d)
21 and the applicable IWC Wage Order.

22 j. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-
23 related expenses in violation of Labor Code §§ 2800 and 2802.

24 k. Failing to provide Plaintiffs and the Aggrieved Employees with suitable seating in
25 violation of Labor Code § 1198 and the applicable IWC Wage Order.

26 l. Failing to pay reporting time wages to Plaintiffs and Aggrieved Employees in violation
27 of Labor Code §§ 218, 1194, and 1197 and the applicable IWC Wage Order.

28 115. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually

1 and on behalf of the Aggrieved Employees and the State of California, request and are entitled to
2 recover penalties against Defendants for the Labor Code violations described above, including
3 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 225.5, 226, 226.3, 1174.5,
4 1775, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties
5 and sums as provided by the California Labor Code and/or other statutes. The exact amount of the
6 applicable penalties, in all, is in an amount to be shown according to proof at trial.

7 116. Plaintiff RICHARD SILVA has exhausted his administrative remedies pursuant to
8 Labor Code § 2699.3. On [Date], Plaintiffs, through April 22, 2022, Plaintiff RICHARD SILVA,
9 through his counsel of record, by online filing with the Labor and Workforce Development Agency
10 (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific
11 provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts
12 and theories to support the violations, and of his intent to bring a claim for civil penalties under PAGA.
13 Plaintiff RICHARD SILVA also paid the filing fee required under Labor Code § 2699.3. As of the
14 filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff
15 RICHARD SILVA’s notice, and the Labor and Workforce Development Agency has not indicated that
16 it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff RICHARD SILVA
17 may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant
18 to Labor Code § 2699.3.

19 117. Plaintiff ALICIA DEGLADO has exhausted her administrative remedies pursuant to
20 Labor Code § 2699.3. On July 15, 2022, Plaintiff ALICIA DELGADO, through her counsel of record,
21 by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail
22 to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code
23 and IWC Wage Orders that Defendants have violated, including the facts and theories to support the
24 violations, and of his intent to bring a claim for civil penalties under PAGA. Plaintiff ALICIA
25 DELGADO also paid the filing fee required under Labor Code § 2699.3. As of the filing of this
26 Complaint, more than sixty-five (65) days have elapsed since the mailing of ALICIA DELGADO’s
27 notice, and the Labor and Workforce Development Agency has not indicated that it intends to
28 investigate the violations discussed in the notice. Accordingly, Plaintiff ALICIA DELGADO may

1 commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to
2 Labor Code § 2699.3.

3 118. Plaintiffs were compelled to retain the services of counsel to file this court action to
4 protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
5 by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to
6 Labor Code § 2699(g)(1), and any other applicable statute.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
9 public similarly situated, and as private attorneys general, prays for relief and judgment against
10 Defendants, jointly and severally, as follows:

11 **Class Certification**

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

17 **As to the First Cause of Action**

- 18 5. That the Court declare, adjudge and decree that Defendants violated California Labor
19 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
20 wages due to Plaintiffs and other Class Members;

- 21 6. For general unpaid wages at overtime wage rates and such general and special damages
22 as may be appropriate;

- 23 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
24 date such amounts were due;

- 25 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
26 Labor Code section 1194; and

- 27 9. For such other and further relief as the Court may deem just and proper.
28

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 Plaintiffs and the Class;

11. That the Court make an award to Plaintiffs and the Class 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;

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 pursuant to California Labor Code section 218.5; 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 Plaintiffs and the Class;

18. That the Court make an award to Plaintiffs and the Class 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;

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

22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 218.5; and

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

As to the Fourth Cause of Action

24. 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 Plaintiffs and the

Class;

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

26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the Class in the amount as may be established according to proof at trial;

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

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

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

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

As to the Fifth Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and other Class Members;

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

33. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and other Class Members who have left Defendants' employ;

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

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

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements thereto;

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

38. For statutory penalties pursuant to California Labor Code section 226(e); and

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

As to the Seventh Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, 1174(d), 2800, and 2802;

46. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Ninth Cause of Action

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

52. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,

1 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
2 other applicable statutes; and

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

4 Dated: August 27, 2024

PARKER & MINNE, LLP



6 By: _____

7 S. Emi Minne

8 Attorneys for Plaintiff RICHARD SILVA

9
10 Dated: August 26, 2024

LAW OFFICE OF DONALD POTTER



13 By: _____

14 Donald Potter

15 Attorneys for Plaintiff ALICIA DELGADO
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DEMAND FOR TRIAL BY JURY

Plaintiffs demand a trial by jury as to all causes of action triable by a jury.

Dated: August 27, 2024

PARKER & MINNE, LLP

By: _____

S. Emi Minne

Attorneys for Plaintiff RICHARD SILVA

Dated: August 26, 2024

LAW OFFICE OF DONALD POTTER

By: _____

Donald Potter

Attorneys for Plaintiff ALICIA DELGADO

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the instant action. My business address is Law Office of Donald Potter, 155 North Lake Avenue, Suite 800, Pasadena, California 91101.

On September 18, 2024, I served the interested parties on the service list, and in the manner stated below, with the following document(s) described as:

**THIRD AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT
DEMAND FOR TRIAL BY JURY**

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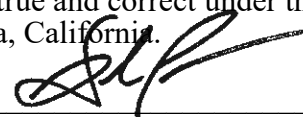
 X **(BY ELECTRONIC MAIL)** Pursuant to Cal. Code of Civ. Procedure Section 1010.6(e), and California Rules of Court, Rule 2.251(a), I caused said document(s) to be transmitted to the email address(es) of the persons listed in the service list via email/and or CaseAnywhere; and,

 (BY PERSONAL SERVICE) I caused such envelope(s) to be delivered by hand to the above addressee(s).

1 _____ **(BY OVERNIGHT MAIL)** I enclosed the documents in an envelope or package provided
2 by an overnight delivery carrier and addressed to the persons above. I placed the envelope or
3 package for collection and overnight delivery at an office with the overnight delivery carrier.

4 _____ **(BY MAIL)** I enclosed the documents in an envelope or package addressed to the persons
5 above and personally placed such envelope with postage fully prepaid for collection and mailing on
6 the above-referenced date following the ordinary practices of this office. I am readily familiar with
7 our office's practice for collection and processing of correspondence for mailing with the United
8 States Postal Service. In the ordinary course of business, correspondence, including said envelope,
9 will be deposited with the U.S. Postal Service at Pasadena, CA on the above referenced date.

10 I declare, under penalty of perjury that the foregoing is true and correct under the laws of the State
11 of California. Executed September 18, 2024 at Pasadena, California.



Donald Potter