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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

FEB 17 2022

BY Anthony Martinez  
ANTHONY MARTINEZ, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO**

13 JACOB REYES, as an individual and on behalf  
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 PARKSIDE LENDING, LLC, a California  
18 company; and DOES 1 through 50, inclusive,

19 Defendants.

Case No.

**CIV SB 2203861**

**CLASS ACTION COMPLAINT**

1. Failure to Pay All Minimum Wages
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Business Expenses
9. Violations of the Unfair Competition Law



1 Plaintiff JACOB REYES (“Plaintiff”), on behalf of a class of all other similarly situated  
2 current and former California employees, brings this action against Defendants PARKSIDE  
3 LENDING, LLC; and DOES 1 through 50 (collectively, “Defendants”), alleging as follows:

#### 4 **INTRODUCTION**

5 1. This is a class action filed for wage and hour violations of the California Labor  
6 Code. Plaintiff worked as an hourly, non-exempt employee for Defendants from July 2020 through  
7 June 7, 2021. Defendants engaged in a pattern of failing to reimburse Class Members for necessary  
8 business expenses, including for the use of personal cell phones and home internet connections and  
9 work from home costs that were necessary for Plaintiff and Class Members to perform their job  
10 functions. Defendants required Plaintiff and Class Members to incur work-from-home costs and  
11 costs associated with personal devices, including a RingCentral application for business telephone  
12 calls, without reimbursement. Defendants also required Plaintiff and other employees to work  
13 through their meal and rest breaks as a matter of policy, and failed to pay Plaintiff and other  
14 employees for such time. This resulted in an underpayment of regular and overtime hours worked  
15 each pay period for Plaintiff and other employees. Defendants also failed to pay meal or rest period  
16 premiums at the regular rate of compensation to Plaintiff and other employees for such “on duty”  
17 breaks, as required by Labor Code § 226.7. Defendants thus failed to provide compliant meal and  
18 rest periods (or premiums in lieu thereof). As a result of these violations, Defendants failed to  
19 timely pay Plaintiff and Class Members each pay period on paydays and upon separation of  
20 employment, and thus are liable for waiting time and other statutory penalties.

21 2. Defendants’ employment policies and practices and payroll administration systems  
22 enabled and facilitated these violations on a company-wide basis with respect to the Class  
23 Members.

#### 24 **JURISDICTION & VENUE**

25 3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the  
26 California Constitution.

1 4. Venue as to each defendant is proper in this judicial district under Code of Civil  
2 Procedure sections 395 and 395.5 because Defendants conduct business in this county, employed  
3 Plaintiff in this county, and committed some of the alleged violations in this county.

4 5. Plaintiff is informed, believes, and alleges that all or most of the Class Members in  
5 this action are citizens of the State of California, which is where the principal injuries of  
6 Defendants' alleged conduct occurred.

## 7 **PARTIES**

### 8 **A. Plaintiff Jacob Reyes**

9 6. Plaintiff JACOB REYES is a citizen of California over 18 years of age who worked  
10 for Defendants in San Bernardino County as an hourly, non-exempt employee of Defendants.

11 7. Plaintiff worked for Defendants in California from about July 2020 to June 7, 2021  
12 as a "CD Specialist."

### 13 **B. Defendants**

14 8. Plaintiff is informed, believes, and alleges that Defendant Parkside Lending, LLC is  
15 a California limited liability company doing business and employing individuals throughout  
16 California, including in this county. Parkside Lending's principal place of business is in California.

17 9. Plaintiff is informed and alleges that no class action asserting similar factual  
18 allegations has been filed against any of the named defendants within the preceding three years.

19 10. The true names and capacities, whether individual, corporate, or otherwise, of the  
20 parties sued as DOES 1 through 50, are presently unknown to Plaintiff, who sues them by such  
21 fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes and  
22 alleges that each of the fictitious defendants is responsible in some manner for the acts and omissions  
23 alleged herein. Plaintiff will seek leave to amend this Complaint to reflect their true names and  
24 capacities when they become known.

25 11. The true names and capacities, whether individual, corporate, or otherwise, of the  
26 parties sued as DOES 1 through 50, are presently unknown or uncertain to Plaintiff, who sues them  
27 by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes,  
28 and alleges that each of the factiously named defendants is responsible in some manner for the acts

1 and omissions alleged herein. Plaintiff will seek leave to amend this Complaint to reflect their true  
2 names and capacities when they become known.

3 12. Plaintiff is informed, believes, and alleges that all defendants in this action are  
4 employers and/or joint employers and part of an integrated employer enterprise, as each defendant  
5 exercises control over the wages, hours, and working conditions of Plaintiff and other employees,  
6 suffers and permits them to work, and engages the workforce creating a common law employment  
7 relationship. Additionally, all Defendants have common ownership, common management,  
8 interrelationship of operations, and centralized control over labor relations and are therefore part of  
9 an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged  
10 herein.

11 13. Plaintiff is informed, believes, and alleges that each defendant acted in all respects  
12 pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator,  
13 partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants,  
14 such that the acts and omissions of each defendant are legally attributable to all others.

15 14. Plaintiff is informed, believes and alleges that the above-mentioned defendants  
16 violated and/or caused to be violated Labor Code and IWC Wage Order provisions and/or  
17 regulating minimum wages and days of work and other provisions of the Labor Code with respect  
18 to the Class of aggrieved employees. As a result, they may be held personally liable under Labor  
19 Code sections 558, 558.1, and 1197.1. (*See, e.g., Atempa v. Pedrazzani* (2018) 27 Cal. App. 5th  
20 809.)

### 21 **GENERAL ALLEGATIONS**

22 15. Plaintiff was employed by Defendants as a CD Specialist from July 2020 through  
23 June 7, 2021. Plaintiff was an hourly, non-exempt employee throughout the duration of his  
24 employment.

25 16. During his employment, Plaintiff worked from home as an hourly, non-exempt  
26 employee. Plaintiff and Class Members were required to use their personal devices, cell phones,  
27 and home internet connection to complete their job responsibilities. Plaintiff and other employees  
28 were required to install the RingCentral phone application to conduct company business as an

1 employee of Defendants. At all relevant times, Defendants were required to comply with the  
2 reimbursement mandate of Labor Code section 2802. Plaintiff and other employees were not  
3 compensated for their use of their personal devices, cell phones, or home internet connections, and  
4 Defendants did not provide a reasonable stipend. (*See, e.g., Cochran v. Schwan Home Service*  
5 (2014) 228 Cal. App. 4th 1137.) Defendants also failed to reimburse Plaintiff and the Class  
6 Members for other required work from home expenses that were incurred as a consequence of  
7 working remotely from home.

8 17. Furthermore, Defendants failed to consistently provide timely, off-duty 30-minute  
9 meal periods to Class Members within the first five hours of work, and timely second off-duty 30-  
10 minute meal periods to the extent they worked shifts of 10 hours or more, in violation of Labor  
11 Code sections 226.7, 512 and section 11 of the applicable IWC Wage Orders. (*See, e.g., Ferra v.*  
12 *Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863 [“We hold that the terms are  
13 synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay”  
14 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages.”])  
15 Defendants’ policy and practice of not paying all meal period premiums as the required regular rate  
16 of compensation is a matter of common corporate policy and payroll administration such that it  
17 applies and affected all other employees.

18 18. Due to the volume of correspondence and tasks required of Plaintiff, he was forced  
19 to take most of his meal breaks while working in front of his computer. However, Defendants still  
20 required Plaintiff and other employees to clock out for lunch, even when they were required to  
21 work during that time. As such, Defendants failed to provide compliant first and second meal  
22 periods. Plaintiff understands that Defendant maintain a uniform policy and businesses operations  
23 that apply the same pressure to other employees, and thus failing to provide compliant meal periods  
24 to the entire group of Class Members.

25 19. When Plaintiff and other Class Members worked through and/or during unpaid meal  
26 periods, Defendants failed to pay all minimum, regular, and/or overtime wages owed for that time  
27 worked.

1           20.     When Defendants did not provide compliant meal periods, Defendants failed to  
2 always pay Plaintiff and other employees a meal period premium as required by Labor Code section  
3 226.7. Although some meal period premiums were paid to Plaintiff and other employees during the  
4 relevant period, Defendants did not pay all meal period premiums owed for late, short, missed, or  
5 interrupted meal periods. Moreover, for workdays in which Defendants owed or paid meal period  
6 premiums, Defendants failed to pay the premiums at the regular rate of compensation due to a  
7 failure to include all forms of remuneration in the respective regular rate (e.g., commissions,  
8 bonuses, etc.). Defendants' policy and practice of not paying all meal period premiums at the lawful  
9 rate is a matter of common corporate policy and payroll administration such that it applies and  
10 affected all other Class Members and are evident from the time records and time record maintained  
11 by Defendants, which show late, short and missed meal periods without an associated meal period  
12 premium on the corresponding employee wage statement.

13           21.     Defendants also failed to authorize or *permit* ten-minute rest periods for every four  
14 hours of work or major fraction thereof as required by Labor Code section 226.7 and 516 and section  
15 12 of the applicable IWC Wage Order. Defendants did not authorize rest periods and did not afford  
16 sufficient staffing for Plaintiff and Class Members to take compliant 10-minute rest periods in  
17 accordance with California law. Legally compliant breaks were usually precluded due to Plaintiff's  
18 and Class Members' workload and the tasks required of them each day, and due to Defendants' lack  
19 of compliant policies and practices with respect to 10-minute rest periods.

20           22.     When Defendants did not provide a fully compliant rest period to Plaintiff or other  
21 Class Members, Defendants failed to pay Plaintiff and other Class Members a rest period premium  
22 at the lawful "regular rate of compensation" in violation of Labor Code section 226.7. On  
23 information and belief, Plaintiff alleges that Defendants did not pay a single rest period premium to  
24 any of its employees. Plaintiff is informed, believes, and alleges that Defendants failed to maintain  
25 lawful meal and rest period policies in an employee handbook or other governing document that  
26 apprised Plaintiff and other Class Members of their respective rights under California law.

27           23.     With respect to the unpaid wages and premiums owed to Plaintiff and Class  
28 Members, Defendants failed to pay those wages on time each pay period or upon separation of

1 employment. Because Defendants did not pay Plaintiff and the Class for all wages/premiums owed  
2 each pay period their employment, Defendants failed to timely pay all wages owed each pay day or  
3 upon separation of employment (or within 72 hours thereof), in violation of Labor Code sections  
4 201 through 203 (waiting time) and 204 and 204b (paydays).

5 24. Defendants equally failed in their affirmative obligation to provide accurate itemized  
6 wage statements each pay period to Plaintiff and Class Members. Defendants issued wage  
7 statements to Plaintiff and, on information and belief, Class Members, which contain several types  
8 of violations.

9 25. First, on each wage statement furnished, Defendants failed to accurately state the  
10 “gross wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and (5), as  
11 Plaintiff and Class Members earned regular and overtime wages, but were underpaid, and were  
12 deprived of wages and meal and rest period premiums earned at the lawful rate, resulting in an  
13 inaccurate itemization of gross and net wages earned on those wage statements.

14 26. Second, on each wage statement furnished to Plaintiff and, on information and  
15 belief, the Class Members, Defendants failed to accurately state “all applicable hourly rates in effect  
16 during the pay period and the corresponding number of hours worked at each hourly rate by the  
17 employee” in violation of Labor Code § 226(a)(9), as the wage statements issued to Plaintiff and  
18 Class Members do not accurately list the actual hours worked by employees, but instead list  
19 deflated hours and wages.

20 27. Third, Defendants inaccurately listed total hours worked during the pay period, as  
21 Plaintiff and Class Members worked off-the-clock during many of the meal periods and otherwise,  
22 resulting in an inaccurate reflection of total hours worked on those corresponding wage statements.

23 28. Defendants’ wage statement issues described above rendered the wage statements  
24 inaccurate and confusing to Plaintiff and Class Members, concealing the underpayments and  
25 presenting a false portrayal of accuracy on the wage statements relied upon by Plaintiff and Class  
26 Members as the sole documentary evidence of their respective earnings.

27 29. Plaintiff and Class Members suffered injury in the form of confusion regarding  
28 amounts paid for hours worked, and in the form of concealment of the common payroll practices

1 causing the violations and underpayment of wages and wage statement deficiencies as addressed in  
2 this Complaint.

3 30. Indeed, Plaintiff and, on information and belief, Class Members were misinformed  
4 and misled by the wage statements wages, hours, rates, and earnings. As a result of the  
5 inaccuracies on the wage statements, Plaintiff and, on information and belief, Class Members were  
6 led to believe that the hourly rates and net and gross wages reflected were a complete and accurate  
7 reflection of the wages actually earned under California law.

8 31. Defendants' wage statement violations were knowing and intentional as a matter of  
9 law with respect to Plaintiff and California Class Members given that the legal obligation was not  
10 disputed, the wage statement and wage laws are clear and unambiguous as written, and because  
11 Defendants nevertheless failed to comply despite the means and ability to do so.

12 32. Because of the violations set forth in this Complaint, including Defendants' failure  
13 to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay  
14 (*i.e.*, unrecorded off-the-clock hours), Defendants violated Labor Code section 1174 and the IWC  
15 Wage Orders by failing to maintain records showing accurate daily hours worked at the  
16 corresponding wage rate, and the wages paid to each employee.

17 33. Plaintiff is informed, believes, and alleges that Defendants' acts and omissions have  
18 knowingly and intentionally caused harm to Plaintiff and the Class. Plaintiff is informed, believes,  
19 and alleges that Defendants have engaged in systemic violations of the Labor Code and IWC Wage  
20 Orders by maintaining practices, policies, and customs that are inconsistent with their obligations  
21 under California law.

## 22 CLASS ACTION ALLEGATIONS

23 34. ***Class Definition.*** The named individual Plaintiff seeks class certification under  
24 California Code of Civil Procedure section 382. Plaintiff proposes the following class:

- 25 a. All individuals currently or formerly employed by Defendants in the State of  
26 California as hourly non-exempt employees at any time from **February 17, 2018**  
27 through the time of trial in this action (the "Class" or "Class Members" and the  
28 "Class Period").

1           35.    **Subclasses.** Further, Plaintiff proposes the following subclasses:

- 2           a. All Class Members who separated from employment with Defendants at any  
3           time from **February 17, 2019** through the time of trial in this action (the  
4           “Waiting Time Subclass”).
- 5           b. All Class Members who received a wage statement from Defendants at any time  
6           from **February 17, 2021** through the time of trial in this action (“Wage  
7           Statement Subclass”).
- 8           c. All Class Members who worked shifts of five hours or more without a duty-free  
9           meal period of at least 30 minutes or who worked shifts of ten hours or more  
10           without a second duty-free meal period of at least 30 minutes, who were not paid  
11           one hour of pay at the regular rate of compensation for each of those days (“Meal  
12           Period Subclass”).
- 13           d. All Class Members who worked shifts of four hours or major fraction thereof  
14           without being authorized or permitted an uninterrupted rest period of at least  
15           10 minutes, who were not paid one hour at the regular rate of compensation for  
16           each of those days (“Rest Period Subclass”).
- 17           e. All Class Members who were not paid all regular, overtime, and minimum wages  
18           for all hours worked each pay period (“Unpaid Wage Subclass”).
- 19           f. All Class Members who incurred work-related home office expenses or used a  
20           personal cell phone, device, and/or home internet connection for work-related  
21           purposes and did not receive a reimbursement from Defendants  
22           (“Reimbursement Subclass”).

23           36. Plaintiff reserves the right to move the Court to amend or modify the class  
24 definitions and to establish additional classes and subclasses as appropriate.

25           37.    **Numerosity.** The members of the Class are so numerous that joinder of all  
26 individuals is impracticable. The identity of the Class Members is readily ascertainable by review  
27 of Defendants’ employment and payroll records. Plaintiff is informed, believes and alleges there  
28 are more than 50 Class Members.

1           38.     **Adequacy of Representation.** Plaintiff is an adequate class representative. Plaintiff  
2 will take all necessary steps to adequately and fairly represent and protect the interest of the Class.  
3 Plaintiff is represented by attorneys who have substantial experience prosecuting and resolving  
4 wage-and-hour class actions in the past and currently have numerous wage-and-hour class actions  
5 pending in California state and federal courts.

6           39.     **Manageability.** This class action is manageable because the liability and damages to  
7 Class Members can be ascertained by forensic review of corporate and employer timekeeping and  
8 payroll records along with other evidence that Defendants maintained and is required by law to  
9 maintain. This class action is manageable because the contact information and identity of  
10 percipient witnesses—namely, Defendants employees (the putative class members)—is readily  
11 maintained by Defendants.

12           40.     **Superiority.** A class action is superior to other means for adjudication of the claims  
13 of the Class and is beneficial and efficient for the parties and the Court. Class treatment will allow  
14 for the common issues to be resolved in a single forum, simultaneously and without duplication of  
15 effort and expense.

16           41.     **Commonality.** Common questions of law and fact and a community of interest  
17 exists amongst Plaintiff and the Class. These common issues arise from the employment  
18 relationship with Defendants and predominate over any individual issues.

19           42.     **Typicality.** Plaintiff's claims are typical of the claims of the other Class Members.  
20 Plaintiff and Class Members were subject to the same policies and practices of Defendants, which  
21 resulted in losses to Plaintiff and Class Members.

22           43.     Proof of common unlawful business practices, which Plaintiff experienced and is  
23 representative of, will establish the right of the Class to recover on the causes of action alleged  
24 herein.



1 to the full amount of the unpaid overtime wages, in addition to interest, attorneys' fees, and costs to  
2 the extent permitted by law, including under Labor Code section 1194.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **Labor Code §§ 226.7 and 512**

6 50. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

7 51. Defendants willfully failed in their affirmative obligation to consistently provide  
8 Plaintiff and Class Members compliant, duty-free meal periods of not less than 30 minutes  
9 beginning before the fifth hour of hour for each work period of more than five hours per day and a  
10 second duty-free meal period of not less than 30 minutes beginning before the tenth hour of work in  
11 violation of Labor Code sections 226.7 and 512 and the IWC Wage Orders (the "Meal Periods"  
12 sections of the applicable orders).

13 52. Further, Defendants willfully failed in their affirmative obligation to consistently pay  
14 Plaintiff and Class Members one additional hour of pay at the respective regular rate of  
15 compensation for each workday that a fully compliant meal period was not provided, in violation of  
16 Labor Code sections 226.7, 512, and 1198 and the IWC Wage Orders (the "Meal Periods" sections  
17 of the applicable orders).

18 53. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of meal  
19 periods and meal period premiums in amounts to be determined at trial. Plaintiff and the Class are  
20 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys' fees,  
21 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **Labor Code §§ 226.7 and 516**

25 54. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

26 55. Defendants willfully failed in their affirmative obligation to consistently authorize  
27 and permit Plaintiff and Class Members to receive compliant, duty-free rest periods of not less than  
28 ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code

1 sections 226.7, 516, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the  
2 applicable orders).

3 56. Further, Defendants willfully failed in their affirmative obligation to consistently pay  
4 Plaintiff and Class Members one additional hour of pay at the respective regular rate of  
5 compensation for each workday that a fully compliant rest period was not provided, in violation of  
6 Labor Code sections 226.7 and 1198 and the IWC Wage Orders.

7 57. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of rest  
8 periods and rest period premiums in amounts to be determined at trial. Plaintiff and the Class are  
9 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees,  
10 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

11 **FIFTH CAUSE OF ACTION**

12 **UNTIMELY PAYMENT OF WAGES**

13 **Labor Code §§ 204, 204b and 210**

14 58. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

15 59. Defendants willfully failed in their affirmative obligation to timely pay all wages and  
16 premiums earned by Plaintiff and Class Members twice during each calendar month on days  
17 designated in advance by the employer as regular paydays (for employees paid on a non-weekly  
18 basis) and on the regularly-scheduled weekly payday weekly employees, if any, in violation of  
19 Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of  
20 the applicable orders).

21 60. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of timely  
22 wages in amounts to be determined at trial. Plaintiff and the Class are entitled to recover to the full  
23 amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial  
24 violation for each failure to pay each employee and \$200 for all subsequent violations and for all  
25 willful or intentional violations for each failure to pay each employee, plus 25 percent of the  
26 amount unlawfully withheld under provided in Labor Code section 210, in addition to interest,  
27 attorneys’ fees, and costs to the extent permitted by law.



1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **Violation of Labor Code §§ 201 through 203**

4 66. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 67. Defendants willfully failed in their affirmative obligation to pay all wages earned  
6 and unpaid to Plaintiff and members of the Waiting Time Subclass immediately upon termination  
7 of employment or within 72 hours thereafter for employees who did not provide at least 72 hours  
8 prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter  
9 in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

10 68. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of timely  
11 wages upon separation of employment in amounts to be determined at trial. Plaintiff and the Class  
12 are entitled to recover to the wages of Plaintiff and members of the Waiting Time Subclass as a  
13 waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs  
14 to the extent permitted by law.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

17 **Violation of Labor Code § 2802**

18 69. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

19 70. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and  
20 Class Members for all necessary expenditures, losses, expenses, and costs incurred by them in  
21 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

22 71. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of  
23 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and the  
24 Class are entitled to recover to amount of the unreimbursed expenses of Plaintiff and Class  
25 Members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including  
26 under Labor Code section 2802.

27 //

1 **NINTH CAUSE OF ACTION**

2 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

3 **Business and Professions Code §§ 17200, *et seq.***

4 72. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 73. Defendants willfully failed in their affirmative obligation to timely pay each payday  
6 or at other required intervals all minimum, regular, and overtime wages, meal and rest period  
7 premium wages, and reimbursements to Plaintiff and Class Members. These failures constitute  
8 unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions  
9 Code section 17200, *et seq.*

10 74. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct, as alleged  
11 throughout this Complaint, Plaintiff, as an individual and on behalf of the Class seeks restitution of  
12 all monies and property withheld, acquired, or converted by Defendants in violation of the Labor  
13 Code and IWC Wage Orders under Business and Professions Code section 17202, 17203, 17204  
14 and 17208.

15 75. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of  
16 monies and property in amounts to be determined at trial. Plaintiff and the Class are entitled to  
17 injunctive relief against Defendants, restitution, and other equitable relief to return all funds over  
18 which Plaintiff and the Class have an ownership interest and to prevent future damage under  
19 Business and Professions Code section 17200, *et seq.* in addition to interest, attorneys' fees, and  
20 costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

21 **PRAYER FOR RELIEF**


22 Plaintiff prays for judgment as follows:

- 23 a. For certification of this action as a class action;
- 24 b. For appointment of Plaintiff as the representative of the Class;
- 25 c. For appointment of counsel for Plaintiff as Class Counsel;
- 26 d. For injunctive relief;
- 27 e. For compensatory damages in amount according to proof;
- 28 f. For all recoverable pre- and post-judgment interest;

- 1 g. For recovery of all statutory penalties and liquidated damages;
- 2 h. For disgorgement of all amounts wrongfully obtained;
- 3 i. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
- 4 permitted by law, including under California Labor Code sections 218.5, 226, 1194,
- 5 1198.5, 2802, and Code of Civil Procedure section 1021.5;
- 6 j. For such other relief the Court deems just and proper.

7  
8 Dated: February 17, 2022

Ferraro Vega Employment Lawyers, Inc.

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12 Nicholas J. Ferraro  
13 Attorney for Plaintiff Jacob Reyes  
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