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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

RAQUEL CARO SANTIAGO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHWEST KEY PROGRAM, INC., a corporation; and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

37-2022-00021991-CU-OE-CTL

CLASS ACTION COMPLAINT

1. Meal Period Violations
2. Rest Period Violations
3. Failure to Pay PSL and Supp. PSL Wages
4. Untimely Payment of Wages
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition

1 Plaintiff RAQUEL CARO SANTIAGO (“Plaintiff”), as an individual and on behalf of all
2 others similarly situated, brings this CLASS ACTION COMPLAINT against Defendant
3 SOUTHWEST KEY PROGRAM, INC.; and DOES 1 through 50 (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **INTRODUCTION**

6 1. This is a class action brought under California Code of Civil Procedure § 382 for
7 Defendants’ violations of the California Labor Code and Business and Professions Code.

8 **JURISDICTION & VENUE**

9 2. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
10 California Constitution.

11 3. Venue as to each defendant is proper in this judicial district under Code of Civil
12 Procedure §§ 395(a) and 395.5 because Defendants conduct business in this county, employed
13 Plaintiff in this county, and committed some of the alleged violations in this county.

14 **PARTIES**

15 **A. Plaintiff Raquel Caro Santiago**

16 4. Plaintiff RAQUEL CARO SANTIAGO is an individual over 18 years of age who
17 worked for Defendants in SAN DIEGO COUNTY as an hourly, non-exempt employee until
18 JANUARY 2022.

19 **B. Class Members**

20 5. Plaintiff brings this action as an individual and on behalf of the following class under
21 Code of Civil Procedure § 382: All individuals currently or formerly employed by Defendants in the
22 State of California as hourly non-exempt employees at any time from four years preceding the filing
23 of this action through the time of trial (the “Class” or “Class Members” and the “Class Period”).

24 6. Further, Plaintiff proposes the following subclasses:

- 25 a. Labor Code § 226.7 Premium Subclass: All Class Members who were paid
26 meal and/or rest period premium wages under Labor Code § 226.7 in the
27 same pay period in which they were also paid non-excludable forms of
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1 renumeration including, but not limited to, hazard pay premiums and other
2 forms of compensation.

3 b. Paid Sick Leave Subclass: All Class Members who were paid paid sick
4 leave wages in the same pay period in which they were also paid non-
5 excludable forms of renumeration, including but not limited hazard
6 premium pay and other forms of compensation).

7 c. Untimely Payment of Wages Subclass: All Class Members who are
8 members of the Labor Code § 226.7 Premium Subclass and/or the Paid
9 Sick Leave Subclass.

10 d. Wage Statement Subclass: All Class Members who: [1] are members of the
11 Labor Code § 226.7 Premium Subclass and/or Paid Sick Leave Subclass
12 and [2] who received a wage statement from Defendants at any time during
13 the one-year period preceding the filing of this action through the present.

14 e. Waiting Time Subclass: All Class Members who are members of the Labor
15 Code § 226.7 Premium Subclass and/or Paid Sick Leave Subclass at any
16 time during the three-year period preceding the filing of this action through
17 the present, excluding current employees who have never previously
18 separated from employment with Defendants.

19 **C. Defendants**

20 7. Plaintiff is informed, believes, and alleges that Defendant SOUTHWEST KEY
21 PROGRAM, INC. is a corporation registered to do business in the State of California, doing
22 business and employing labor throughout San Diego County.

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

1 9. Plaintiff is informed, believes, and alleges that all defendants in this action are
2 employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each
3 defendant exercises control over the wages, hours, and working conditions of Plaintiff and the other
4 aggrieved employees, suffers and permits them to work, and/or otherwise engages the workforce
5 creating a common law employment relationship.

6 10. Plaintiff is informed, believes, and alleges that at least some of the defendants have
7 common ownership, common management, interrelationship of operations, and centralized control
8 over labor relations and are therefore part of an integrated enterprise and thus jointly and severally
9 responsible for the acts and omissions alleged herein.

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

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

20 **GENERAL ALLEGATIONS**

21 13. Defendants paid Plaintiff and Class Members hazard pay premiums and other forms
22 of compensation that they failed to include in their calculation of meal and rest period premiums
23 and paid sick leave, resulting in underpaid wages to Plaintiff and Class Members.

24 14. When Defendants paid a meal or rest period premium to employees, they failed to
25 pay such premiums at the “regular rate of compensation,” in violation of Labor Code section 226.7.
26 See *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863 (“We hold that the terms are
27 synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay”
28 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”).

1 15. Plaintiff and the Class Members were paid hazard pay premiums and other forms of
2 remuneration. When Defendants paid premiums during the same pay periods when employees
3 were paid additional forms of compensation, Defendant failed to pay such meal and rest period
4 premiums at employees the “regular rate of compensation,” which should have included the hazard
5 pay premiums. Instead, Defendants paid such premiums at Plaintiff and the Class Members’ base
6 hourly rate.

7 16. An illustrative example of this can be found in Plaintiff’s pay statement for the pay
8 period from 08/09/2021 to 08/23/2021, during which Plaintiff received a hazard pay premium for
9 each hour worked, but was compensated for a meal period premium at her base hourly rate of
10 \$23.67 instead of at the regular rate of compensation.

11 17. On information and belief, Defendants’ practice of not paying all premiums at the
12 lawful rate (*i.e.*, including all forms of remuneration in the “regular rate of compensation”) is a
13 matter of common corporate policy and payroll administration such that it applies and affected all
14 other Class Members.

15 18. In pay periods when Defendants provided Plaintiff and other Class Members with
16 remuneration in addition to their respective base hourly rate for hours worked (such premium
17 hazard pay)—excluding any forms of pay subject to any applicable statutory exclusions from the
18 “regular rate”—Defendants failed to properly calculate and pay paid sick leave wages at the
19 appropriate rate of pay, in violation of Labor Code § 246. Defendants paid sick leave at employees’
20 base hourly rate instead of one of the methods authorized by statute, which required Defendants to
21 factor in employees’ additional remuneration, such as hazard premium pay.

22 19. An illustrative example of the above can be found on Plaintiff’s wage statement for
23 the pay period from 08/09/2021 to 08/23/2021, which shows that Plaintiff earned \$429.74 in hazard
24 pay and was paid 6.27 hours of accrued sick leave wages at her base hourly rate of \$23.21, instead
25 of a rate derived from one of the methods required by Labor Code section 246.

26 20. To the extent Defendant paid Covid-19 Supplemental Paid Sick Leave, Plaintiff is
27 informed and believes that Defendant failed to pay the sick leave at a rate authorized by statute
28 because they failed to factor in employees’ premium hazard pay and other forms of compensation.

1 21. On information and belief, Plaintiff alleges that Defendants instead paid
2 Supplemental Sick Leave at employees' base hourly rate rather than by one of the methods
3 authorized by Labor Code sections 248.1, 248.2, and 248.6.

4 22. Defendants' underpayment of sick leave resulted in wage underpayments to
5 Plaintiff and Class Members.

6 23. On information and belief, Plaintiff alleges that Defendants' sick leave wage
7 underpayments were a result of a common payroll practice that impacted all Class Members who
8 used paid sick leave.

9 24. Because Defendants did not pay Plaintiff and the Class for all wages (including sick
10 leave and meal and rest premiums) owed each pay period of their employment, Defendants failed to
11 timely pay all wages owed each pay period or upon separation of employment (or within 72 hours
12 thereof), in violation of Labor Code sections 201 through 203 (waiting time) and 204 and 204b
13 (paydays). *See Naranjo v. Spectrum Security Services, Inc.*, S258966 __ Cal. __ (May 23, 2022).

14 25. Defendants equally failed in their affirmative obligation to provide accurate itemized
15 wage statements each pay period to Plaintiff and Class Members. Defendants issued wage
16 statements to Plaintiff and, on information and belief, other Class Members, which contain the
17 following violations.

18 26. First, on each wage statement furnished, Defendants failed to accurately state the
19 "gross wages earned" and "net wages earned" in violation of Labor Code § 226(a)(1) and (5), as
20 Plaintiff and Class Members were undercompensated for paid sick leave wages and meal and rest
21 period premiums, resulting in an inaccurate itemization of gross and net wages earned on those
22 wage statements. *See Naranjo v. Spectrum Security Services, Inc.*, S258966 __ Cal. __ (May 23,
23 2022).

24 27. Second, on each wage statement furnished to Plaintiff and, on information and belief,
25 the Class Members, Defendants failed to accurately state "all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate by the
27 employee" in violation of Labor Code § 226(a)(9), as the wage statements issued to Plaintiff and
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1 Class Members do not accurately list the accurate rates of pay for paid sick leave and meal and rest
2 period premiums.

3 28. Defendants' wage statement issues described above rendered the wage statements
4 inaccurate and confusing to Plaintiff and Class Members, concealing the underpayments and
5 presenting a false portrayal of accuracy on the wage statements relied upon by Plaintiff and Class
6 Members as the sole documentary evidence of their respective earnings.

7 29. Plaintiff and Class Members suffered injury in the form of confusion regarding
8 amounts paid for hours worked, and in the form of concealment of the common payroll practices
9 causing the violations and underpayment of wages and wage statement deficiencies as addressed in
10 this Complaint.

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

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

20 32. Plaintiff is informed, believes, and alleges that Defendants' acts and omissions have
21 knowingly and intentionally caused harm to Plaintiff and the Class Members.

22 33. Plaintiff is informed, believes, and alleges that Defendants have engaged in systemic
23 violations of the Labor Code and IWC Wage Orders by maintaining practices, policies, and
24 customs that are inconsistent with their obligations under California law.

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1 **CLASS ALLEGATIONS**

2 34. *Numerosity.* The members of the Class are so numerous that joinder of all
3 individuals would be impracticable. The identity of the Class Members is readily ascertainable by
4 inspection of employment and payroll records Defendants maintain and are required to maintain by
5 under the California Labor Code, IWC Wage Orders, and federal law. Plaintiff is informed,
6 believes, and alleges there are more than 40 Class Members.

7 35. *Adequacy of Representation.* Plaintiff is an adequate class representative. Plaintiff
8 will take all necessary steps to adequately and fairly represent and protect the interest of the Class.
9 Plaintiff is represented by attorneys who have substantial experience prosecuting, defending,
10 resolving and litigating wage and hour class actions in California state and federal courts.

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

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

18 38. *Typicality.* Plaintiff's claims are typical of the claims of the other Class Members.
19 Plaintiff and Class Members were subject to the same policies and practices of Defendants, which
20 resulted in losses to Plaintiff and Class Members. Proof of common unlawful business practices,
21 which Plaintiff experienced and is representative of, will establish the right of the Class to recover
22 on the causes of action alleged herein.

23 **FIRST CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **(ALL CLAIMS ALLEGED AGAINST ALL DEFENDANTS)**

26 39. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

27 40. This cause of action is brought by the Labor Code § 226.7 Premium Subclass
28 pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-

1 exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof),
2 and which further provide a private right of action for an employer's failure to lawfully provide all
3 meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

4 41. As such, Defendants willfully failed in their affirmative obligation to consistently pay
5 Plaintiff and the Class one additional hour of pay at the respective regular rate of compensation for
6 each workday that a fully compliant meal period was not provided, in violation of Labor Code
7 sections 226.7, 512, 558, and 1198 and the 5-2001 IWC Wage Order section 11.

8 42. Plaintiff and the Class are entitled to recover to the full amount of the meal period
9 premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs
10 to the extent permitted by law.

11 **SECOND CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 43. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

14 44. This cause of action is brought by the Labor Code § 226.7 Premium Subclass
15 pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt
16 employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof),
17 and which further provide a private right of action for an employer's failure to lawfully provide all
18 rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

19 45. Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff
20 and the Class one additional hour of pay at the respective regular rate of compensation for each
21 workday that a fully compliant rest period was not provided, in violation of Labor Code sections
22 226.7, 516, 558, and 1198 and the IWC Wage Orders.

23 46. Plaintiff and the Class are entitled to recover to the full amount of the rest period
24 premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs
25 to the extent permitted by law.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY PAID SICK LEAVE & SUPP. PAID SICK LEAVE WAGES**

3 47. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

4 48. Plaintiff brings this cause of action on behalf of the Paid Sick Leave Subclass.

5 49. Defendants knowingly and intentionally failed in their affirmative obligation to pay
6 paid sick leave to Plaintiff and the Paid Sick Leave Class in violation of Labor Code section 246 *et*
7 *seq.*

8 50. Labor Code section 246(1) governs how Defendants were required to calculate paid
9 sick leave:

10 [A]n employer shall calculate paid sick leave using any of the following
11 calculations:

12 (1) Paid sick time for nonexempt employees shall be calculated in the
13 same manner as the regular rate of pay for the workweek in which the
14 employee uses paid sick time, whether or not the employee actually
15 works overtime in that workweek.

16 (2) Paid sick time for nonexempt employees shall be calculated by
17 dividing the employee's total wages, not including overtime premium
18 pay, by the employee's total hours worked in the full pay periods of
19 the prior 90 days of employment.

20 (3) Paid sick time for exempt employees shall be calculated in the
21 same manner as the employer calculates wages for other forms of paid
22 leave time.

23 51. Defendants failed to pay Plaintiff and the Paid Sick Leave Subclass their paid sick
24 leave wages at one of the lawful rates set forth in the statute because Defendants failed to include in
25 their sick leave calculation the additional remuneration received by Plaintiff and the Paid Sick
26 Leave Subclass.

27 52. Furthermore, on information and belief, Defendants knowingly and intentionally
28 failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to the Paid

1 Sick Leave Subclass at the correct rate in violation of Labor Code sections 246, 248.1, 248.2, and
2 248.6.

3 53. Pursuant to Labor Code section 248.1, Defendants were required to provide up to 80
4 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 20, 2020 to
5 December 31, 2020. Labor Code section 248.2 required Defendants to provide up to 80 hours of
6 Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through at least
7 September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires
8 employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of
9 January 1, 2022 to September 30, 2022, and may be extended thereafter.

10 54. Under Labor Code section 248.1, employees must be paid for Covid-19 Supplemental
11 Paid Sick Leave at the highest of the following: (1) the regular rate of pay for the last pay period,
12 (2) state minimum wage, (3) local minimum wage.

13 55. Under Labor Code section 248.2, non-exempt employees must be paid
14 supplemental paid sick leave according to the highest of the following four methods:

15 (I) Calculated in the same manner as the regular rate of pay for the
16 workweek in which the covered employee uses COVID-19
17 supplemental paid sick leave, whether or not the employee actually
18 works overtime in that workweek.

19 (II) Calculated by dividing the covered employee's total wages, not
20 including overtime premium pay, by the employee's total hours
21 worked in the full pay periods of the prior 90 days of employment.

22 (III) The state minimum wage.

23 (IV) The local minimum wage to which the covered employee is
24 entitled.

25 69. Labor Code section 248.6 requires employers to pay supplemental sick leave using
26 either method (I) or (II), as identified above.

1 70. On information and belief, Defendants failed to pay Covid-19 Supplemental Sick
2 Leave in the manner described above because Defendants failed to include in their sick leave
3 calculation the additional remuneration received by the Paid Sick Leave Subclass.

4 71. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the
5 Paid Sick Leave Subclass for underpaid sick leave wages, in addition to interest, attorneys'
6 fees, and costs.

7 **FOURTH CAUSE OF ACTION**

8 **UNTIMELY PAYMENT OF WAGES**

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

10 73. This cause of action is brought by the Untimely Payment of Wages Subclass pursuant
11 to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt
12 employees be timely paid all wages owed each pay period, and which further provide a private right
13 of action for an employer's failure to comply with this obligation.

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

20 75. Plaintiff and the Class are entitled to recover to the full amount of the unpaid wages,
21 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to
22 pay each employee and \$200 for all subsequent violations and for all willful or intentional
23 violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld
24 under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent
25 permitted by law.

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1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 76. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

4 77. This cause of action is brought by the Wage Statement Subclass pursuant to Labor
5 Code §§ 226(a) which requires non-exempt employees be provided accurate itemized wage
6 statements each pay period, and which further provide a private right of action for an employer's
7 failure to comply with this obligation.

8 78. Defendants knowingly and intentionally failed in their affirmative obligation provide
9 accurate itemized wage statements to Plaintiff and Class Members resulting in injury to Plaintiff
10 and Class Members. Specifically, the wage statements issued to Plaintiff and Class Members did
11 not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

12 79. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of accurate
13 itemized wage statements, causing confusion and concealing wage and premium underpayments.

14 80. As a result, Plaintiff and the Class are entitled to recover the statutory penalty of \$50
15 per employee for the initial pay period in which a violation occurred and \$100 per employee for
16 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
17 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
18 Code section 226(e).

19 **SIXTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 81. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

22 82. This cause of action is brought by the Waiting Time Penalty Subclass pursuant to
23 Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon
24 termination of employment, and which further provide a private right of action to recover statutory
25 waiting time penalties each day an employer fails to comply with this obligation, up to a maximum
26 of 30 days wages.

27 83. Defendants willfully failed and continue to fail in their affirmative obligation to pay
28 all wages (including sick leave and meal and rest premiums) earned and unpaid to Plaintiff and

1 members of the Waiting Time Penalty Subclass immediately upon termination of employment or
2 within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or
3 her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of
4 Labor Code sections 201 through 203 and the IWC Wage Orders.

5 84. Plaintiff and the Waiting Time Penalty Subclass are entitled to recover to a waiting
6 time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the
7 extent permitted by law.

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 85. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

11 86. Plaintiff brings this cause of action on behalf of all Classes.

12 87. Defendants have engaged and continue to engage in unfair and/or unlawful business
13 practices in the State of California in violation of California Business and Professions Code
14 § 17200 by failing committing the foregoing wage and hour violations alleged throughout this
15 Complaint.

16 88. Defendants' dependance on these unfair and/or unlawful business practices deprived
17 Plaintiff and continue to deprive other Class Members of compensation to which they are legally
18 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
19 Defendants over competitors who have been and/or are currently employing workers in compliance
20 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
21 business acts and practices in violation of Business and Professions Code section 17200, *et seq.*

22 89. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
23 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
24 restitution of the moneys as necessary and according to proof to restore all monies withheld,
25 acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and
26 17208.

27 90. Plaintiff and the Class are entitled to injunctive relief against Defendants, restitution,
28 and other equitable relief to return all funds over which Plaintiff and the Class have an ownership

1 interest and to prevent future damage and the public interest under Business and Professions Code §
2 17200, *et seq.* Plaintiff and the Class are further entitled to recover interest, attorneys' fees, and
3 costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

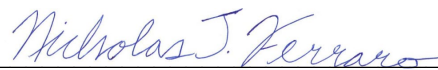
4 **PRAYER**

5 Plaintiff prays for judgment as follows:

- 6 a. For certification of this action as a class action;
- 7 b. For appointment of Plaintiff as the representative of the Class;
- 8 c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- 9 d. For recovery of damages in amount according to proof;
- 10 e. For all recoverable pre- and post-judgment interest;
- 11 f. For disgorgement of all amounts wrongfully obtained;
- 12 g. For restitution and injunctive relief;
- 13 h. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
14 permitted by law, including (without limitation) under Labor Code §§ 218.5, 226,
15 1194, 2802, and Code of Civil Procedure section 1021.5; and
- 16 i. For such other relief the Court deems just and proper.

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19 Dated: June 8, 2022

Ferraro Vega Employment Lawyers, Inc.

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21 _____
22 Nicholas J. Ferraro
23 *Attorneys for Plaintiff*
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