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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KODY HORNBURG, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

PACIFICA COMPANIES LLC; PROSPECT
HOSPITALITY LP; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00002433-CU-OE-CTL

CLASS ACTION

CLASS ACTION COMPLAINT

1. Failure to Pay All Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Failure to Pay All Sick Leave Wages
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Unfair Competition

1 Plaintiff KODY HORNBURG (“Plaintiff”), individually and on behalf of all others similarly
2 situated, brings this CLASS ACTION COMPLAINT against Defendants PACIFICA COMPANIES
3 LLC; PROSPECT HOSPITALITY LP; and DOES 1 through 50, inclusive (collectively
4 “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. Plaintiff worked for Defendants as an hourly employee who earned incentive-based
7 compensation. The wages of Plaintiff and class members—overtime, paid sick leave, and meal/rest
8 period premiums—were underpaid because Defendants failed to include all forms of remuneration in
9 the “regular rate” of pay/compensation for those earnings. As a result, Plaintiff brings this lawsuit to
10 recover the underpayments along with the related penalties, interest, attorneys’ fees, and other
11 amounts.

12 2. Defendants own and operate hotels throughout the Western United States, including
13 California and Hawaii.

14 **JURISDICTION & VENUE**

15 3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
16 California Constitution as the causes of action are premised upon violations of California law.

17 4. The monetary damages and restitution sought by Plaintiff exceed the minimal
18 jurisdiction limits of the Superior Court.

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

24 6. Venue is proper in this Court under Code of Civil Procedure section 395 because
25 Defendants conduct business and committed some of the alleged violations in this county.

1 **PARTIES**

2 **A. Plaintiff Kody Hornburg**

3 7. Plaintiff Hornburg is an individual over 18 years of age who worked for Defendants in
4 California as a non-exempt employee from about March 2020 to July 2022. Plaintiff worked as a
5 Bell and Valet Attendant.

6 **B. Defendants Pacifica and Prospect**

7 8. Defendant Pacifica Companies LLC is a California limited liability company that
8 maintains operations and conducts business throughout the State of California, including in this
9 county. Defendant Pacifica Companies appears on various employment policies and records and, on
10 information and belief, operated as the employer entity of Plaintiff and other class members along
11 with Prospect Hospitality.

12 9. Defendant Prospect Hospitality LP is a California limited partnership that maintains
13 operations and conducts business throughout the State of California, including in this county.
14 Defendant Prospect Hospitality appears as Plaintiff's employer of record on his paystub and, on
15 information and belief, operated as the employer entity of Plaintiff and other class members along
16 with Pacifica.

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

23 11. Plaintiff is informed, believes, and alleges that all Defendants in this action are
24 employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each
25 of the Defendants exercised control over the wages, hours, and working conditions of Plaintiff and
26 other aggrieved employees, suffered and permitted them to work, and otherwise engaged them as
27 employees under California law.

1 12. Plaintiff is informed, believes, and alleges that at least some of the Defendants have
2 common ownership, common management, interrelationship of operations, and centralized control
3 over labor relations and are therefore part of an integrated enterprise and thus jointly and severally
4 responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558,
5 558.1, and 1197.1.

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

10 **CLASS ALLEGATIONS**

11 14. Plaintiff brings this action individually and on behalf of the following class pursuant to
12 Code of Civil Procedure section 382:

13 a. All current and former non-exempt employees who worked for Defendants in
14 California at any time from four years (plus the additional 178-day statutory
15 tolling period under Emergency Rule 9) prior to the filing of this action through
16 date of class certification.

17 15. Plaintiff reserves the right to establish various subclass definitions as appropriate at the
18 class certification stage, according to proof.

19 16. The class is ascertainable and shares a well-defined community of interest in this
20 litigation:

21 a. Numerosity: Although the precise membership of the entire class is unknown
22 to Plaintiff at this time, Plaintiff estimates the class to exceed 50 individuals.
23 The class members are so numerous that joinder of all class members is
24 impracticable. The identity of class members is readily ascertainable by
25 inspection of Defendants' employment records.

26 b. Typicality: Plaintiff's claims are typical of the claims of the other class
27 members. Plaintiff and class members were subject to the same policies and
28 practices of Defendants, which resulted in losses to Plaintiff and Class

1 Members. Proof of common unlawful business practices, which Plaintiff
2 experienced and is representative of, will establish the right of the class to
3 recover on the causes of action alleged herein.

4 c. Adequacy: Plaintiff is an adequate class representative. Plaintiff will take all
5 necessary steps to adequately and fairly represent and protect the interests of
6 the class. Plaintiff has no interest antagonistic to other class members. Plaintiff
7 is represented by attorneys who have substantial experience prosecuting,
8 defending, resolving, and litigating wage and hour class, collective, and
9 representative actions in California state and federal courts.

10 d. Superiority: A class action is superior to other means for adjudicating this
11 dispute. Individual joinder is impractical. Class treatment will allow for
12 common issues to be resolved in a single forum, simultaneously, and without
13 duplication of effort and expense.

14 e. Public Policy Considerations: Certification of this lawsuit as a class action
15 advances the State of California's strong public interest in ensuring its
16 approximately millions of employed residents are properly paid the wages they
17 earned for the hours they worked. Class actions provide a mechanism for
18 enforcement of labor laws and allow for vindication of employee rights by
19 unnamed class members.

20 17. Common questions of law and fact as to the class members predominate over questions
21 affecting only individual members. The common questions of law and fact exist as to whether the
22 employment policies and practices formulated by Defendants and applied to the class members
23 constitute violate California law.

24 **GENERAL ALLEGATIONS**

25 18. When Plaintiff and other class members worked overtime, Defendants failed to pay the
26 overtime at the "regular rate of pay." Defendants paid Plaintiff and other class members referral
27 bonuses and other forms of remuneration that Defendants failed to include in the overtime rate when
28 employees worked overtime hours. Defendants paid overtime to Plaintiff and the class members at

1 1.5x their straight hourly rate. For each overtime hour they worked during the period in which
2 Plaintiff and the class members earned commissions or bonuses, Defendants should have (but failed
3 to) pay overtime “at a rate of no less than one and one-half times the regular rate of pay for an
4 employee” and “twice the regular rate of pay” for double time hours as required by the plain language
5 of Labor Code section 510(a) and the IWC Wage Orders.

6 19. An illustrative example of the regular rate of pay violation is found on Plaintiff’s wage
7 statement for the pay period from 05/16/2022 to 05/31/2022. During this pay period, Plaintiff earned
8 a “RESV INCENTIVE,” a bonus, of \$400.00 that was not factored in Plaintiff’s overtime rate, as the
9 8.90 overtime hours was instead paid at a rate of 1.5x Plaintiff’s base rate of \$15.50, rather than the
10 1.5x of his regular rate of pay. Defendants committed the same “regular rate of pay violation” against
11 Plaintiff and other class members as a matter of common payroll administration and company policy
12 in a manner susceptible to common proof. Additional forms of compensation, like bonuses and
13 commissions, were required to be included in the regular rate of pay for Plaintiff but were not. This
14 resulted in underpayments of employee wages.

15 20. Additionally, to the extent class members earned paid sick leave, Defendants violated
16 Labor Code section 246(1) and 247 *et seq.* because sick leave was not paid at the lawful regular rate of
17 pay throughout the relevant period, inclusive of all forms of non-excludable remuneration. The lawful
18 regular rate must factor in commissions, bonuses, and all other forms of compensation. Based on
19 Defendants’ noncompliance with the regular rate of pay requirements applicable to overtime and
20 meal/rest premiums, Plaintiff alleges on information and belief that the regular rate miscalculation
21 equally applied to paid sick leave with respect to the aggrieved employees, resulting in underpayments
22 in those pay periods.

23 21. Furthermore, when Defendants did not provide compliant meal periods, Defendants
24 failed to pay Plaintiff and other aggrieved employees a meal period premium at the “regular rate of
25 compensation” because the premiums paid did not factor all forms of remuneration into the meal
26 period premium rate. An illustrative example of the regular rate of pay violation is found on Plaintiff’s
27 wage statement for the pay period from 05/16/2022 to 05/31/2022, whereby Plaintiff earned a \$400
28 incentive but was paid a meal period premium at the rate of \$15.50, which was his hourly rate. This

1 policy and practice applied equally to other class members with respect to meal and/or rest period
2 premiums paid under Labor Code § 226.7.

3 22. The foregoing violations result in additional liability for civil penalties relating to
4 untimely payment of wages, waiting time penalties, and wage statement penalties.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **Violation of Labor Code §§ 510 and 1194**

8 23. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

9 24. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
10 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
11 wages all overtime hours worked, and which further provide a private right of action for an employer's
12 failure to pay all overtime compensation for overtime hours worked.

13 25. Defendants failed in their affirmative obligation to pay Plaintiff and Class Members no
14 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
15 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
16 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
17 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
18 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
19 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

20 26. Plaintiff and Class Members are entitled to recover to the full amount of the unpaid
21 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
22 extent permitted by law.

23 **SECOND CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **Violation of Labor Code §§ 226.7 and 512**

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

27 28. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
28 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or

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

4 29. Defendants willfully failed in their affirmative obligation to consistently provide
5 Plaintiff and Class Members compliant, duty-free meal periods of not less than 30 minutes beginning
6 before the fifth hour of hour for each work period of more than five hours per day and a second duty-
7 free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in
8 violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the "Meal Periods"
9 sections of the applicable orders).

10 30. Further, Defendants willfully failed in their affirmative obligation to consistently pay
11 Plaintiff and Class Members one additional hour of pay at the respective regular rate of compensation
12 for each workday that a fully compliant meal period was not provided, in violation of Labor Code
13 sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the "Meal Periods" sections of the
14 applicable orders).

15 31. Plaintiff and Class Members are entitled to recover to the full amount of the meal period
16 premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to
17 the extent permitted by law.

18 **THIRD CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **Violation of Labor Code §§ 226.7**

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

22 33. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
23 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
24 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
25 employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
26 regular rate of compensation.

27 34. Defendants willfully failed in their affirmative obligation to consistently authorize and
28 permit Plaintiff and Class Members to receive compliant, duty-free rest periods of not less than ten

1 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
2 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
3 applicable orders).

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

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PAY ALL PAID SICK LEAVE WAGES**

10 **Violation of Labor Code §§ 200, 218, 246 *et seq.***

11 36. All outside paragraphs of this Complaint are incorporated into this section.

12 37. Defendants knowingly and intentionally failed in their affirmative obligation to pay
13 sick leave wages to Plaintiff and the Paid Sick Leave Class in violation of Labor Code section 246
14 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law.
15 (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized
16 that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her
17 compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

18 38. Labor Code section 246(l) governs how Defendants were required to calculate paid sick
19 leave:

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

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

25 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
26 employee’s total wages, not including overtime premium pay, by the
27 employee’s total hours worked in the full pay periods of the prior 90 days of
28 employment.

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

3 39. Defendants failed to pay Plaintiff and the Paid Sick Leave Class their paid sick leave
4 wages at one of the lawful rates set forth in the statute because Defendants failed to include in their
5 sick leave calculation the additional remuneration received by Plaintiff and the Paid Sick Leave Class.

6 40. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick
7 leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19
8 Supplemental Sick Leave wages to the Paid Sick Leave Class at the correct rate in violation of Labor
9 Code sections 246, 248.1, 248.2, and 248 *et seq.*

10 41. Pursuant to Labor Code section 248.1, Defendants were required to provide up to 80
11 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 20, 2020 to
12 December 31, 2020. Labor Code section 248.2 required Defendants to provide up to 80 hours of
13 Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through at least September
14 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to
15 provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022
16 to September 30, 2022, and may be extended thereafter.

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

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

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

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

28 (III) The state minimum wage.

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

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

4 45. On information and belief, Defendants failed to pay Covid-19 Supplemental Sick
5 Leave in the manner described above because Defendants failed to include in their sick leave
6 calculation the additional remuneration received by the Paid Sick Leave Class.

7 46. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the Paid
8 Sick Leave Class for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

9 **FIFTH CAUSE OF ACTION**

10 **UNTIMELY PAYMENT OF WAGES**

11 **Violation of Labor Code §§ 204, 210, 218**

12 47. All outside paragraphs of this Complaint are incorporated into this section.

13 48. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
14 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
15 period, and which further provide a private right of action for an employer's failure to comply with
16 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
17 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

18 49. Defendants willfully failed in their affirmative obligation to timely pay all wages,
19 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
20 during each calendar month on days designated in advance by the employer as regular paydays (for
21 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday weekly
22 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
23 "Minimum Wages" sections of the applicable orders). This was a result of the regular rate
24 underpayments alleged throughout this Complaint.

25 50. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
26 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
27 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
28

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
2 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

3 **SIXTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **Violation of Labor Code § 226**

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

7 52. This cause of action is brought by the Wage Statement Subclass pursuant to Labor Code
8 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
9 pay period, and which further provide a private right of action for an employer's failure to comply
10 with this obligation.

11 53. Defendants knowingly and intentionally failed in their affirmative obligation provide
12 accurate itemized wage statements to Plaintiff and Class Members resulting in injury to Plaintiff and
13 Class Members. Specifically, the wage statements issued to Plaintiff and Class Members did not
14 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).
15 Specifically, Defendants failed to accurately state gross and net wages earned in compliance with
16 Labor Code § 226(a)(1) and (5) due to the regular rate under payments. Moreover, Defendants failed
17 to accurately state the lawful hourly rate for premium pay, sick pay, and overtime, as a result of the
18 regular rate underpayments, in violation of Labor Code § 226(a)(9).

19 54. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of
20 accurate itemized wage statements, causing confusion and concealing wage and premium
21 underpayments.

22 55. As a result, Plaintiff and Class Members are entitled to recover the statutory penalty of
23 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
24 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
25 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
26 Code section 226(e).

1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **Violation of Labor Code §§ 201 *et seq.***

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

5 57. This cause of action is brought by the Waiting Time Class pursuant to Labor Code
6 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
7 employment, and which further provide a private right of action to recover statutory waiting time
8 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
9 wages.

10 58. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
11 wages earned and unpaid to Plaintiff and members of the Waiting Time Class immediately upon
12 termination of employment or within 72 hours thereafter for employees who did not provide at least
13 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days
14 thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

15 59. Plaintiff and the Waiting Time Class are entitled to recover to a waiting time penalty
16 for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted
17 by law.

18 **EIGHTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **Violation of Business and Professions Code §§ 17200 *et seq.***

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

22 61. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in the State of California in violation of California Business and Professions Code § 17200
24 by committing the foregoing wage and hour violations alleged throughout this Complaint.

25 62. Defendants' dependance on these unfair and/or unlawful business practices deprived
26 Plaintiff and continue to deprive other class members of compensation to which they are legally
27 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
28 Defendants over competitors who have been and/or are currently employing workers in compliance

1 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
2 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

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

7 64. Plaintiff does not have an adequate remedy at law for past or future violations, to the
8 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
9 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
10 violations do not provide a private right of action.

11 65. Plaintiff and class members are entitled to injunctive relief against Defendants,
12 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
13 an ownership interest and to prevent future damage and the public interest under Business and
14 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
15 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
16 § 1021.5.

17 **PRAYER**

18 Plaintiff prays for judgment as follows:

- 19 a. For certification of this action as a class action;
- 20 b. For appointment of Plaintiff as the class representative;
- 21 c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- 22 d. For division of Class Members into appropriate classes and/or subclasses according to
23 proof;
- 24 e. For recovery of damages in amount according to proof;
- 25 f. For all recoverable pre- and post-judgment interest;
- 26 g. For recovery of all civil and statutory penalties and liquidated damages;
- 27 h. For disgorgement of all amounts wrongfully obtained;
- 28 i. For restitution and injunctive relief;

- 1 j. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
2 permitted by law, including (without limitation) under Labor Code §§ 218.5, 226,
3 1194, and Code of Civil Procedure section 1021.5; and
4 k. For such other relief the Court deems just and proper.

5
6 Dated: January 19, 2023

Ferraro Vega Employment Lawyers, Inc.

7 

8 Nicholas J. Ferraro

9 *Attorneys for Plaintiff Kody Hornburg*