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Superior Court of California  
County of Los Angeles

**APR 28 2021**

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11 Attorneys for Plaintiff and the Putative Class

12  
13 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES**

16 CARRIE PRODROMIDES, an  
17 individual,  
18  
19 Plaintiffs,  
20  
21 v.

**Class Action**  
Case No: 20STCV47287  
Hon. Daniel J. Buckley  
Dept. 1

22 SHORELINE TREATMENT CENTER,  
23 INC., a California Corporation; RACHEL  
24 LEVI, an individual, and DOES 1 through  
25 50, inclusive,  
26  
27 Defendants.

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

- (1) **Failure To Pay Overtime and Double Time Compensation [CAL. LAB. CODE §§ 510, 511, 1194, 1198, and 8 CAL. CODE REGS. § 11050(3), et. seq.]**
- (2) **Failure To Provide Meal Periods [CAL. LAB CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), et. seq.]**
- (3) **Failure To Provide Rest Periods [CAL. LAB CODE §§ 226.7, and 8 CAL. CODE REGS. § 11050(12)]**
- (4) **Failure To Provide Accurate Itemized Wage Statements [CAL. LAB. CODE § 226]**

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- (5) **Waiting Time Penalties [CAL. LAB. CODE § 201, 202, and 203]**
  - (6) **Penalties Pursuant to the Private Attorney General Act (“PAGA”) [CAL. LAB. CODE § 2699, *et. seq.*]**
  - (7) **Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, *et. seq.*]**

8 **DEMAND FOR JURY TRIAL**

9 COMES NOW, Plaintiff CARRIE PRODROMIDES ("Plaintiff"), and submits  
10 this unverified First Amended FAC (“FAC”) as follows:

11 **I.**

12 **INTRODUCTION**

13 1. Plaintiff brings this action on behalf of herself and on behalf of all those  
14 similarly situated for (1) Failure To Pay Overtime and Double Time Compensation,  
15 (2) Failure To Provide Meal Periods, (3) Failure To Provide Rest Periods, (4) Failure  
16 To Provide Accurate Itemized Wage Statements, (5) Waiting Time Penalties, (6)  
17 Penalties Pursuant to the Private Attorney General Act (“PAGA”) and (7) Unfair  
18 Competition and Unlawful Business Practices.

19 2. All allegations in this FAC are based upon information and belief, except  
20 for those allegations that pertain to Plaintiff named herein. Each allegation in this  
21 FAC either has evidentiary support or is likely to have evidentiary support after a  
22 reasonable opportunity for further investigation and discovery.

23 **II.**

24 **JURISDICTION AND VENUE**

25 3. This Court has jurisdiction over this action pursuant to section 410.10 of  
26 the California Code of Civil Procedure.

27 4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the  
28 California Code of Civil Procedure because the facts and circumstances giving rise to

1 this action as alleged herein occurred in the County of Los Angeles.

2 **III.**

3 **THE PARTIES**

4 **A. The Plaintiff**

5 5. Plaintiff CARRIE PRODROMIDES is, and at all times mentioned herein  
6 was, an individual:

- 7 (a) Residing in the County of Los Angeles, State of California;
- 8 (b) Who was a non-exempt employee of Defendants herein;
- 9 (c) Who worked in excess of eight hours in a workday and more than  
10 forty hours in a workweek, but did not receive all of the overtime  
11 or double time compensation to which she is entitled;
- 12 (d) Who did not receive uninterrupted rest periods or meal periods;
- 13 (e) Who did not receive accurate itemized wage statements;
- 14 (f) Who was not compensated all wages due; and
- 15 (g) Who is a member of the Class as defined in paragraph 16 below.

16 **B. The Defendants**

17 6. Plaintiff is informed and believes, and based upon that information and  
18 belief hereby alleges, that Defendant SHORELINE TREATMENT CENTER, INC. is,  
19 and at all times herein mentioned, was:

- 20 (a) A California corporation conducting business within the health  
21 care industry in the State of California, County of Los Angeles;
- 22 (b) The former employer of Plaintiff, and the former and current  
23 employer of the Class, as defined in paragraph 16, that:
  - 24 i. Failed to pay overtime and double time compensation for  
25 hours worked in excess of eight hours in a workday and/or over  
26 forty hours in a workweek;
  - 27 ii. Failed to provide uninterrupted rest periods and meal periods;
  - 28 iii. Failed to provide accurate itemized wage statements;

- iv. Failed to pay all wages due upon termination; and
- v. Is the alter ego of Defendant RACHEL LEVI.

7. Plaintiff is informed and believes, and based upon that information and belief hereby alleges, that Defendant RACHEL LEVI is, and at all times herein mentioned, was:

- (a) An individual residing within the State of California, County of Los Angeles;
- (b) Conducting business within the health care industry in the State of California, County of Los Angeles;
- (c) The former employer of Plaintiff, and the former and current employer of the Class, as defined in paragraph 16, who:
  - i. Failed to pay overtime and double time compensation for hours worked in excess of eight hours in a workday and/or over forty hours in a workweek;
  - ii. Failed to provide uninterrupted rest periods and meal periods;
  - iii. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
  - iv. Failed to provide accurate itemized wage statements;
  - v. Failed to pay all wages due upon termination; and
  - vi. Is the alter ego of Defendant SHORELINE TREATMENT CENTER, INC.

8. The true names and capacities, whether individual, corporate, partnership, associate, or otherwise of defendants DOES 1 through 50, inclusive, are unknown to the Plaintiff who therefore sues these defendants by such fictitious names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will seek leave to amend this FAC to allege that the defendants named herein, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter

1 alleged.

2 9. Plaintiff is informed and believes, and based upon that information and  
3 belief alleges, that the defendants named in this FAC, including DOES 1 through 50,  
4 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or  
5 employees of each of the other defendants and that each defendant was acting within  
6 the course of scope of his, her, or its authority as the agent, servant and/or employee  
7 of each of the other defendants. Consequently, all of the defendants are jointly and  
8 severally liable to the Plaintiff and the putative Class for the damages sustained as a  
9 proximate result of their conduct.

10 10. All Defendants, including DOES 1 through 50, are “employers” as  
11 defined by the Industrial Welfare Commission because they satisfy one or more of  
12 the following three disjunctive elements: “(a) to exercise control over the wages,  
13 hours or working conditions, or (b) to suffer or permit to work, or (c) to engage,  
14 thereby creating a common law employment relationship.” *See Martinez v. Combs*  
15 (2010) 49 Cal.4th 35, 64; *see also*, INDUSTRIAL WAGE ORDER No. 5-2001, paragraph  
16 (2) (codified under 8 CAL. CODE REGS. § 11050(2)).

17 11. To the extent that any of the defendants, including DOES 1 through 50,  
18 are natural persons who are an owner, director, officer, or managing agent of any of  
19 the corporate defendants named herein, section 558.1(a) of the California Labor Code  
20 provides that:

21 Any employer or other person acting on behalf of an employer, who  
22 violates or causes to be violated, any provision regulating minimum  
23 wage or hours and days in any order of the Industrial Welfare  
24 Commission, or violates or causes to be violated Sections 203, 226,  
25 226.7, 1193.6, 1194, or 2902, may be held liable as the employer for such  
26 violation.

27 12. Defendants SHORELINE TREATMENT CENTER, INC. and  
28 RACHEL LEVI, along with DOES 1 through 50, are collectively referred to  
herein as the “Defendants.”

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**IV.**

**ALTER EGO ALLEGATIONS**

13. Plaintiff is informed and believes, and based upon that information and belief alleges, that:

- (a) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, a mere shell without capital, assets, stock, or stockholders;
- (b) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, the alter ego of Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, who is and was the controlling owner, shareholder, officer, and director of SHORELINE TREATMENT CENTER, INC.;
- (c) There is, and at all relevant times was, a unity of interest and/or ownership between all of these Defendants so that any individuality or separateness between them has ceased to exist in that SHORELINE TREATMENT CENTER, INC. was and is under their control and domination; and
- (d) SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was, completely controlled, dominated, managed, and operated by Defendant RACHEL LEVI, and Does 1 through 50, inclusive, and each of them, so that SHORELINE TREATMENT CENTER, INC. was a mere shell, instrumentality, and/or conduit through which each of these Defendants conducted some or all of their/its business.

14. Plaintiff is informed and believes, thereupon alleges, that SHORELINE TREATMENT CENTER, INC. is, and at all relevant times was,

1 insolvent and/or otherwise unable to satisfy any debts or liabilities, including  
2 a monetary judgment that may be rendered against it in this action.

3 15. Adherence to the fiction of the separate existence of  
4 SHORELINE TREATMENT CENTER, INC. as an entity distinct from  
5 Defendant RACHEL LEVI, would permit an abuse of the corporate privilege  
6 and sanction fraud or promote injustice in that, among other things, it would  
7 enable each of these Defendants to avoid liability and to defraud his, her, or  
8 its creditors, the effect of which would be to render each Defendant financially  
9 unable to respond to a monetary judgment awarded against each or any of  
10 them in this action.

## 11 V.

### 12 **THE CLASS DEFINITION**

13 16. The members of the class (the “Class”) consists of:

14 All current and former non-exempt employees who work or worked for  
15 SHORELINE TREATMENT CENTER, INC. and/or RACHEL LEVI at  
16 any time during the time-period of December 10, 2016 to the present.

## 16 VI.

### 17 **THE CLASS ALLEGATIONS**

18 17. The persons who comprise the Class are so numerous that joinder of all  
19 such persons is impracticable and the disposition of their claims will benefit the  
20 parties and the Court.

21 18. Plaintiff’s claims are typical of the claims of the Class that Plaintiff seeks  
22 to represent.

23 19. Plaintiff will fairly and adequately protect the interests of the Class that  
24 she seeks to represent. Plaintiff does not have any interests that are antagonistic to  
25 the Class that she seeks to represent. Counsel for Plaintiff are experienced, qualified,  
26 and generally able to conduct complex class action litigation.

27 20. This Court should permit this action to be maintained as a class action  
28 pursuant to section 382 of the California Code of Civil Procedure because:

- 1 (a) The questions of law and fact common to the Class predominate  
2 over any question affecting only individual members;
- 3 (b) A class action is superior to any other available method for the fair  
4 and efficient adjudication of the claims of the members of the  
5 Class;
- 6 (c) The members of the Class are so numerous that it is impractical to  
7 bring all members of the Class before the Court;
- 8 (d) Plaintiff and the other Class members will not be able to obtain  
9 effective and economic legal redress unless this action is  
10 maintained as a class action;
- 11 (e) There is a community of interest in obtaining appropriate legal  
12 and equitable relief for the legal and statutory violations and other  
13 improprieties, and in obtaining adequate compensation for the  
14 damages and injuries that Defendants' actions have inflicted upon  
15 the Class;
- 16 (f) There is a community of interest in ensuring that the combined  
17 assets and available insurance of Defendants is sufficient to  
18 adequately compensate the members of the Class for the injuries  
19 sustained;
- 20 (g) Without class certification, the prosecution of separate actions by  
21 individual members of the Class would create a risk of:
- 22 i. Inconsistent or varying adjudications with respect to  
23 individual members of the Class which would establish  
24 incompatible standards of conduct for Defendants, and/or  
25 ii. Adjudications with respect to the individual members which  
26 would, as a practical matter, be dispositive of the interests  
27 of other members not parties to the adjudications, or would  
28 substantially impair or impede their ability to protect their



1 interests, including but not limited to the potential for  
2 exhausting the funds available from those parties who are,  
3 or may be, responsible defendants.

4 (h) Defendants have acted or refused to act on grounds generally  
5 applicable to the Class, thereby making final injunctive relief  
6 appropriate with respect to the Class as a whole.

7 **VII.**

8 **FACTUAL ALLEGATIONS**

9 21. Within four years preceding the initiation of this action and ongoing,  
10 Plaintiff and members of the Class were and/or are currently employed by  
11 Defendants as non-exempt employees.

12 22. Plaintiff is informed and believes, and thereupon alleges, that at all  
13 relevant times herein, Defendants conducted business, and continue conduct  
14 business, within the health care industry.

15 23. Plaintiff is informed and believes, and thereupon alleges that Defendants  
16 required her and members of the Class to work shifts exceeding eight (8) hours a day  
17 and/or forty (40) hours but failed to compensate them with overtime and/or double  
18 compensation for all time worked in excess of eight (8) hours in a workday and/or  
19 forty (40) hours in any given workweek.

20 24. In an attempt to circumvent the protections mandated under both the  
21 California Labor Code and applicable Industrial Wage Orders, Plaintiff is informed  
22 and believes, and thereupon alleges, that Defendants subjected and required certain  
23 members of the Class, including Plaintiff, to work shifts exceeding eight (8) hours a  
24 day and/or forty (40) hours a week without paying them overtime or double time  
25 compensation under the guise of a lawful alternative workweek schedule, when in  
26 fact and in law, Defendants' alternative workweek schedule was, and is still is,  
27 invalid, illegal, and unlawful. In addition, Plaintiff is further informed and believes,  
28 and thereupon further alleges, that Defendants required her and members of the

1 class to work in excess of twelve (12) hours per day within a twenty-four (24) hour  
2 period.

3 25. Plaintiff is informed and believes, and thereupon alleges, that it was  
4 Defendants' policy and practice to prohibit Plaintiff, and members of the Class, from  
5 having uninterrupted meal and rest periods. For each occurrence of these rest and  
6 meal period violations, Defendants failed to pay Plaintiff and members of the Class  
7 an hour premium payment at their regular rate of pay.

8 26. Plaintiff is further informed and believes, and thereupon further alleges,  
9 that it was Defendants' policy and practice to prohibit Plaintiff, and members of the  
10 Class, from leaving the work premises during the entirety of their work shifts.  
11 Despite this prohibition, Defendants failed to provide Plaintiff and members of the  
12 Class with change rooms, resting facilities, or a suitable place for eating.

13 27. Due to Defendants failure to properly pay its employees for all hours  
14 worked, including overtime compensation, double time compensation, and meal and  
15 rest break premiums, as a derivative result Plaintiffs and members of the Class were  
16 not provided with accurate itemized wage statements, nor were they paid all wages  
17 due upon termination. In addition, because the Plaintiffs and members of the Class  
18 were not compensated for all hours worked, their paychecks did not, and do not,  
19 accurately or correctly reflect all hours worked or the corresponding rates of pay.

20 28. In addition the foregoing, Defendants failed to post the required notices  
21 with respect to information regarding mandatory payroll and workplace injuries at  
22 the work premises.

### 23 **VIII.**

#### 24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 29. On May 29, 2020, Plaintiff electronically submitted written notice to the  
26 California Labor and Workforce Development Agency (the "LWDA"), pursuant to the  
27 California Private Attorney General Act of 2004 ("PAGA"), setting forth her  
28 contentions and claims on behalf of herself and on behalf of all those similarly

1 situated. Copies of this letter was also mailed to Defendant SHORELINE  
2 TREATMENT CENTER, INC., on May 29, 2020, via certified mail.

3 30. On December 15, 2020, Plaintiff electronically submitted an amended  
4 written notice to the LWDA, setting forth additional contentions and claims on  
5 behalf of herself and on behalf of all those similarly situated. Copies of this letter was  
6 also mailed to Defendants SHORELINE TREATMENT CENTER, INC. and RACHEL  
7 LEVI, on December 15, 2020, via certified mail.

8 **IX.**

9 **FIRST CAUSE OF ACTION**

10 **Failure To Pay Overtime and Double Time Compensation**

11 **[CAL. LAB. CODE §§ 510, 511, 1194, 1198 and 8 CAL. CODE REGS. § 11050(3),**  
12 ***et. seq.*]**

13 **(By Plaintiff and the Putative Class as Against All Defendants, Including**  
14 **DOES 1 through 50)**

15 31. Plaintiff re-alleges and incorporates every allegation contained in each of  
16 the preceding paragraphs in this FAC as fully set forth herein by reference.

17 32. CAL. LAB. CODE §§ 510, 1194 and 1198, and INDUSTRIAL WAGE ORDER No.  
18 5-2001 (3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11050(3)(A)(1)(a),  
19 as amended, mandate that employees in California shall not be employed more than  
20 eight (8) hours in any workday or more than forty (40) hours in any workweek,  
21 unless they receive additional compensation of no less than one and one-half times  
22 their regular rate of pay. In addition, an employer must pay double the employee's  
23 regular rate of pay for all hours worked in excess of twelfth (12) hours in any  
24 workday, and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>)  
25 consecutive day of work in a workweek. 8 CAL. CODE REGS. § 11050(3)(A)(1)(b).

26 33. CAL. LAB. CODE § 1194(a) provides that an employee who has not been  
27 paid overtime compensation as required by section 1198 or by the applicable wage  
28 order may recover the unpaid balance of the full amount of such overtime

1 compensation, together with costs of suit, penalties, interest thereon, and attorney's  
2 fees in a civil action.

3 34. As an exception to the foregoing general rules, section 511 of the  
4 California Labor Code authorized the adoption of alternative workweek schedules  
5 "for no longer than 10 hours per day within a 40-hour workweek without the  
6 payment... of an overtime rate...." CAL. LAB. CODE § 511(a).

7 35. An employee affected by an alternative workweek schedule agreement  
8 adopted pursuant to section 511 of the California Labor Code, and any applicable  
9 Industrial Wage Order, shall be paid no less than one and one-half times their  
10 regular rate of pay "for any work in excess of the regularly scheduled hours  
11 established by the alternative workweek agreement and for any work in excess of 40  
12 hours per week." CAL. LAB. CODE § 511(b). In addition:

13 An overtime rate of compensation of no less than double the regular  
14 rate of pay of the employee shall be paid for any work in excess of 12  
15 hours per day and for any work in excess of eight hours on those days  
worked beyond the regularly scheduled workdays established by the  
alternative workweek agreement.

16 *Id.*

17 36. Section 517 of the California Labor Code, which took effect on January 1,  
18 2000, directed the Industrial Welfare Commission ("IWC") to review wage, hour, and  
19 working conditions of certain enumerated industries prior to July 1, 2000.  
20 Notwithstanding sections 510 and 511, section 517 directed the IWC to issue new  
21 wage orders, including regulations on alternative workweek schedules for the health  
22 care and other enumerated industries, which "shall be final and conclusive for all  
23 purposes." CAL. LAB. CODE § 517(a).

24 37. Pursuant to section 517 of the California Labor Code, the IWC held  
25 public hearings prior to July 1, 2000 and subsequently promulgated Industrial Wage  
26 Order 5-2001. Applicable to the healthcare industry, INDUSTRIAL WAGE ORDER 5  
27 (3)(B)(8)(a)-(b), as amended, which is codified under 8 CAL. CODE REGS. §  
28 11050(3)(B)(8)(a)-(b), provides in relevant part, as follows:

1 Notwithstanding the above provisions regarding alternative  
2 workweek schedules, no employer of employees in the health care  
3 industry shall be deemed to have violated the daily overtime  
4 provisions by instituting, pursuant to the election procedures set forth  
5 in this wage order a regularly scheduled alternative workweek  
6 schedule that includes work days exceeding ten (10) hours but not  
7 more than 12 hours within a 40 hour workweek without the payment  
8 of overtime compensation, provided that: [¶] (a) An employee who  
9 works beyond 12 hours in a workday shall be compensated at double  
10 the employee's regular rate of pay for all hours in excess of (12); [and]  
11 [¶] (b) An employee who works in excess of 40 hours in a workweek  
12 shall be compensated at one and one-half (1 1/2) times the employee's  
13 regular rate of pay for all hours over 40 hours in the workweek[....]

14 38. An employer within the health care industry wishing to adopt a  
15 valid and lawful alternative workweek schedule must adhere to all of the  
16 following:

17 Each proposal for an alternative workweek schedule shall be in the  
18 form of a written agreement proposed by the employer. The proposed  
19 agreement must designate a regularly scheduled alternative  
20 workweek in which the specified number of workdays and work hours  
21 are regularly recurring.

22 8 CAL. CODE REGS. § 3(C)(1).

23 The employer may propose a single work schedule that would become  
24 the standard schedule for workers in the work unit, or a menu of work  
25 schedule options, from which each employee in the unit would be  
26 entitled to choose. If the employer proposes a menu of work schedule  
27 options, the employee may, with the approval of the employer, move  
28 from one menu option to another.

*Id.*

[T]he proposed alternative workweek schedule must be adopted in a  
secret ballot election, before the performance of work, by at least a  
two-thirds (2/3) vote of the affected employees in the work unit. The  
election shall be held during regular working hours at the employees'  
work site.

*Id.* § 3(C)(2).

Prior to the secret ballot vote, any employer who proposed to institute  
an alternative workweek schedule shall have made a disclosure in  
writing to the affected employees, including the effects of the  
proposed arrangement on the employees' wages, hours, and benefits.  
Such a disclosure shall include meeting(s), duly noticed, held at least  
14 days prior to voting, for the specific purpose of discussing the  
effects of the alternative workweek schedule.

*Id.* § 3(C)(3).

1 Any election to establish... an alternative workweek schedule shall be  
2 held at the work site of the affected employees.

3 *Id.* § 3(C)(4).

4 Only secret ballots may be cast by affected employees in the work unit  
5 at any election held pursuant to this section. The results of any  
6 election conducted pursuant to this section shall be reported by the  
7 employer to the Division of Labor Statistics and Research within 30  
8 days after the results are final, and the report of election results shall  
be a public document. The report shall include the final tally of the  
vote, the size of the unit, and the nature of the business of the  
employer.

9 *Id.* § 3(C)(6).

10 39. At all relevant times alleged herein, Defendants conducted and continue  
11 to conduct business within the “health care industry,” as the term is defined under  
12 INDUSTRIAL WAGE ORDER 5-2001 2(J), as amended. 8 CAL. CODE REGS. § 11050 2(J).

13 40. At all relevant times alleged herein, Plaintiff and members of the Class  
14 were and/or are employed by the Defendants as “employees in the health care  
15 industry,” as the term is defined under INDUSTRIAL WAGE ORDER 5-2001 2(G), as  
16 amended. 8 CAL. CODE REGS. § 110502(G).

17 41. At all times relevant hereto, Defendants, including DOES 1 through 50,  
18 failed to pay Plaintiff and members of the Class overtime and double time  
19 compensation for the hours worked in excess of the maximum hours permissible by  
20 law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*, and CAL. LAB. CODE §§ 510,  
21 1194 and 1198.

22 42. At all relevant times alleged herein, and in an attempt to circumvent the  
23 protections mandated under both the California Labor Code and applicable  
24 Industrial Wage Orders, Defendants adopted, implemented, and enforced an  
25 alternative workweek schedule that was invalid, illegal, and unlawful.

26 43. At all relevant times alleged herein, Plaintiff and members of the Class  
27 were and/or are required to work under Defendants’ alternative workweek schedule  
28 and they are therefore “affected employees” of said alternative workweek schedule, as

1 the term is defined under INDUSTRIAL WAGE ORDER 5-2001 3(C)(2), as amended. 8  
2 CAL. CODE REG. § 3(C)(2).

3 44. Plaintiff is informed and believes, and thereupon alleges, that  
4 Defendants' alternative workweek schedule failed to comply with the mandates set  
5 forth pursuant to sections 511 and 517 of the California Labor Code, and INDUSTRIAL  
6 WAGE ORDER 5-2001 2(A), 3(B)(8), and 3(C), *et. seq.*, as amended. *See* CAL. LAB.  
7 CODE §§ 511 and 517; 8 CAL. CODE REG. §§ 2(A) 3(B)(8), and 3(C), *et. seq.* As such, at  
8 all times relevant hereto, Plaintiff and the Class have worked more than eight (8)  
9 hours in a workday, and/or more than forty (40) hours in a workweek as non-exempt  
10 employees of Defendants, including DOES 1 through 50, under the guise of lawful  
11 alternative workweek schedule, without receiving overtime or double time  
12 compensation for the hours worked in excess of the maximum hours permissible by  
13 law as required by 8 CAL. CODE REGS. § 11050, *et. seq.*, and CAL. LAB. CODE §§ 510,  
14 1194 and 1198.

15 45. By virtue of Defendants' unlawful failure to pay additional compensation  
16 to the Plaintiff and the Class for their overtime hours, they have suffered, and will  
17 continue to suffer, damages in the form of unpaid overtime and double time  
18 compensation subject to proof.

19 46. Plaintiffs and the Class are also entitled to seek and recover interest,  
20 penalties, and reasonable attorneys' fees and costs pursuant to CAL. LAB. CODE §§  
21 218.5, 218.6, 1194, and CAL. CIV. CODE § 3289, *et. seq.*

22 **X.**

23 **SECOND CAUSE OF ACTION**

24 **For Failure To Provide Meal Periods**

25 **[CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*]**

26 **(By Plaintiff and the Putative Class as Against All Defendants, Including**

27 **DOES 1 through 50)**

28 47. Plaintiff re-alleges and incorporates every allegation contained in each of

1 the preceding paragraphs in this FAC as fully set forth herein by reference.

2 48. CAL. LAB. CODE § 512(a) provides that no employer shall employ any  
3 person for a work period of more than five (5) hours without a meal period of not less  
4 than 30 minutes. An employee who works no more than six (6) hours may waive the  
5 meal period by mutual consent. *Id.*

6 49. CAL. LAB. CODE § 512(a) also provides that no employer shall employ any  
7 person for a work period of more than ten (10) hours without a second meal period of  
8 not less than 30 minutes. An employee who works more than ten (10) hours, but no  
9 more than twelve (12) hours, may waive the second meal period by mutual consent.  
10 *Id.*

11 50. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

12 (b) An employer shall not require an employee to work during a meal...  
13 period mandated pursuant to an applicable statute, or applicable  
regulation, standard, or order of the Industrial Welfare Commission...

14 \*\*\*

15 (c) If an employer fails to provide an employee a meal... period in  
16 accordance with a state law, including, but not limited to, an applicable  
17 statute or applicable regulation, standard, or order of the Industrial  
Welfare Commission[...], the employer shall pay the employee one  
additional hour of pay at the employee's regular rate of compensation for  
each workday that the meal... period is not provided.

18 51. INDUSTRIAL WAGE ORDER No. 5-2001 (11)(A), which is codified under 8  
19 CAL. CODE REGS. § 11050(11)(A), also requires that for every work-shift longer than 5  
20 hours, an employer is to provide its employees an uninterrupted meal break of no  
21 less than 30 minutes. In addition, “employees in the health care industry who work  
22 shifts in excess of eight (8) total hours in a workday may voluntarily waive their right  
23 to one of their two meal periods[.]” by written agreement voluntarily signed by the  
24 employee and employer. *Id.* § 11050(11)(D).

25 52. INDUSTRIAL WAGE ORDER No. 5-2001 also states that an employer must  
26 relieve the employee of *all* work-related duties during meal breaks; otherwise, the  
27 employee will be considered to be “on duty,” which constitutes compensable time. 8  
28 CAL. CODE REGS. § 11050(11)(A).



1           53.    INDUSTRIAL WAGE ORDER No. 5-2001 also mandates that an employer  
2 provide change rooms and resting facilities, (8 CAL. CODE. REGS. § 11050(13)), along  
3 with a suitable place for eating if their employees are required to remain on the  
4 premises during their meal period. *Id.* § 11050(11)(C)

5           54.    For every instance where in employer fails to provide an employee with  
6 an uninterrupted meal period in accordance to INDUSTRIAL WAGE ORDER No. 5-2001  
7 5(11), as amended, the employer shall pay the employee one hour of pay at the  
8 employee's regular rate of compensation for each workday that the meal period is not  
9 provided. 8 CAL. CODE REGS. § 11050(11)(B); *see also* CAL. LAB. CODE § 226.7(c).

10          55.    At all times relevant hereto, Plaintiff and members of the Class regularly  
11 worked more than five-hour increments; however, at all times relevant hereto,  
12 Defendants, including DOES 1 through 50, failed to provide uninterrupted meal  
13 periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§ 226.7,  
14 512 and 8 CAL. CODE REGS. § 11050(11)(A), as further alleged herein.

15          56.    At all times relevant hereto, Plaintiff and members of the Class regularly  
16 worked more than ten-hour increments; however, at all times relevant hereto,  
17 Defendants, including DOES 1 through 50, failed to provide a second uninterrupted  
18 meal periods to Plaintiff and members of the Class as required by CAL. LAB. CODE §§  
19 226.7, 512 and 8 CAL. CODE REGS. §§ 11050(11)(A) and (D), as further alleged herein.

20          57.    At all times relevant hereto, Defendants failed to provide Plaintiff and  
21 members of the Class with change rooms, resting facilities, or a suitable place for  
22 eating, as mandated by 8 CAL. CODE REGS. §§ 11050(11)(C) and 11050(13).

23          58.    By virtue of requiring Plaintiff and the Class to work through meal  
24 periods free from work duties, Defendants have intentionally and improperly denied  
25 statutorily mandated meal periods in violation of CAL. LAB. CODE §§ 226.7, 512, and 8  
26 CAL. CODE REGS. § 11050(11), *et. seq.* Plaintiff and the Class have suffered, and will  
27 continue to suffer, damages in the form of meal break premium payments in an  
28 amount according to proof.

1 59. Plaintiff and the Class are also entitled to seek and recover costs  
2 pursuant to CAL. CIV. CODE § 1032, *et. seq.*

3 **XI.**

4 **THIRD CAUSE OF ACTION**

5 **For Failure To Provide Rest Periods**

6 **[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11050(12)]**

7 **(By Plaintiff and the Putative Class as Against All Defendants, Including**  
8 **DOES 1 through 50)**

9 60. Plaintiff re-alleges and incorporates every allegation contained in each of  
10 the preceding paragraphs in this FAC as fully set forth herein by reference.

11 61. CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

12 (b) An employer shall not require an employee to work during a... rest...  
13 period mandated pursuant to an applicable statute, or applicable  
regulation, standard, or order of the Industrial Welfare Commission...

14 \*\*\*

15 (d) A rest... period mandated pursuant to a state law, including, but not  
16 limited to, an applicable statute, or applicable regulation, standard, or  
order of the Industrial Welfare Commission[ ]..., shall be counted as hours  
worked, for which there shall be no deduction from wages.

17 62. The California Labor Code also states, in relevant part:

18 If an employer fails to provide an employee a... rest... period in accordance  
19 with a state law, including, but not limited to, an applicable statute or  
20 applicable regulation, standard, or order of the Industrial Welfare  
Commission[ ]..., the employer shall pay the employee one additional hour  
21 of pay at the employee's regular rate of compensation for each workday  
that the... rest... period is not provided.

22 CAL. LAB. CODE § 227.7(c).

23 63. Industrial Wage Order No. 5(12)(A), which is codified under 8 CAL. CODE  
24 REGS. §§ 11050(12)(A), requires employers to provide rest breaks that shall be  
25 counted as hours worked for which there shall be no deduction of wages.

26 64. Subdivision (12)(A) of 8 CAL. CODE REGS. §11050 also requires that an  
27 employer provide its employees with a 10-minute rest break for every four-hour  
28 increment of time worked, or major fraction thereof. *See also, Brinker Restaurant*

1 *Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1029 (“[e]mployees are entitled to  
2 10 minute rests for shifts from three and one-half to six hours in length, 20 minutes  
3 for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10  
4 hours up to 14 hours, and so on[.]”).

5 65. Wage Order No. 5 also mandates that an employer provide change  
6 rooms and resting facilities. 8 CAL. CODE. REGS. § 11050(13).

7 66. CAL. LAB. CODE §226.7(c) and 8 CAL. CODE REGS. §11050(12)(B), further  
8 require that for every workday in which it fails to provide a rest period during any  
9 four-hour increment, the employer must pay the employee premium at a rate of an  
10 hour’s pay at the employee’s regular rate of pay.

11 67. Plaintiff and members of the Class regularly worked four-hour  
12 increments and were not provided with statutorily mandated rest breaks during their  
13 shifts. Plaintiff and members of the Class were unable to avail themselves of such  
14 breaks for various reasons, including but not limited to, the pressures from their  
15 workloads and from management.

16 68. At all times relevant hereto, Defendants also failed to provide Plaintiff  
17 and members of the Class with change rooms or resting facilities, as mandated by 8  
18 CAL. CODE REGS. § 11050(3).

19 69. By virtue of Defendants’ unlawful failure to authorize, permit, and  
20 provide rest periods as required by law, Plaintiff and members of the Class have  
21 suffered, and will continue to suffer, damages in the form of rest break premium  
22 payments in an amount according to proof.

23 70. Plaintiff and the Class are also entitled to seek and recover costs  
24 pursuant to CAL. CIV. CODE § 1032, *et. seq.*

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28 ///

1 **XII.**

2 **FOURTH CAUSE OF ACTION**

3 **For Failure To Provide Accurate Itemized Statements**

4 **(CAL. LAB. CODE § 226)**

5 **(By Plaintiff and the Putative Class as Against All Defendants, Including**  
6 **DOES 1 through 50)**

7 71. Plaintiff re-alleges and incorporates every allegation contained in each of  
8 the preceding paragraphs in this FAC as fully set forth herein by reference.

9 72. CAL. LAB. CODE § 226 provides that an employer shall provide its  
10 employees with accurate wage statements as follows:

11 (a) Every employer shall, semimonthly or at the time of each payment of  
12 wages, furnish each of his or her employees, either as a detachable part of  
13 the check, draft, or voucher paying the employee's wages, or separately  
14 when wages are paid by personal check or cash, an accurate itemized  
15 statement in writing showing (1) gross wages earned, (2) total hours  
16 worked by the employee...[,] (3) the number of piece-rate units earned  
17 and any applicable piece rate if the employee is paid on a piece-rate basis,  
18 (4) all deductions, provided that all deductions made on written orders of  
19 the employee may be aggregated and shown as one item, (5) net wages  
20 earned, (6) the inclusive dates of the period for which the employee is  
21 paid, (7) the name of the employee and only the last four digits of his or  
22 her social security number or an employee identification number other  
23 than a social security number, (8) the name and address of the legal entity  
24 that is the employer...[,] and (9) all applicable hourly rates in effect during  
25 the pay period and the corresponding number of hours worked at each  
26 hourly rate by the employee and, beginning July 1, 2013, if the employer  
27 is a temporary services employer as defined in Section 201.3, the rate of  
28 pay and the total hours worked for each temporary services assignment.

21 73. At all times relevant herein, Defendants, including DOES 1 through 50,  
22 violated CAL. LAB. CODE § 226 in that Defendants failed to properly and accurately  
23 itemize the number of hours worked by Plaintiffs and the Class at their effective  
24 regular rates of pay, including the effective overtime rates of pay.

25 74. By failing to pay Plaintiff and members of the Class wages for all hours  
26 worked, including overtime compensation, Defendants have violated the requirement  
27 that the total hours worked and all wages earned be included in the wage statements  
28 that must be provided to the Plaintiff and the Class.

75. Defendants willfully, knowingly, and intentionally failed to comply with

1 CAL. LAB. CODE § 226 by failing to pay minimum wages, overtime compensation for  
2 hours worked in excess of forty, and by failing to provide meal breaks or paying the  
3 appropriate premium wages for missed meal breaks, as required by law, thereby  
4 causing damages to Plaintiff and the Class by failing to include all hours worked and  
5 wages earned in their wage statements. These damages, including but not limited to  
6 costs expended calculating the true hours worked and the amount of employment  
7 taxes that were not properly paid to state and federal tax authorities, are difficult to  
8 estimate. Therefore, Plaintiff elect to recover penalties on behalf of themselves and  
9 on behalf of the Class pursuant to CAL. LAB. CODE § 226 in an amount \$4,000 each,  
10 and reasonable attorney's fees and costs pursuant to CAL. LAB. CODE § 226(g) and  
11 CAL. CODE CIV. PROC. § 1032, *et. seq.*

12 **XIII.**

13 **FIFTH CAUSE OF ACTION**

14 **Waiting Time Penalties**

15 **[CAL. LAB CODE §§ 201, 202, and 203]**

16 **(By Plaintiff and the Putative Class as Against All Defendants, Including**  
17 **DOES 1 through 50)**

18 76. Plaintiff re-alleges and incorporates every allegation contained in each of  
19 the preceding paragraphs in this FAC as fully set forth herein by reference.

20 77. Sections 201 and 202 of the California Labor Code require employers to  
21 pay their employees all wages due immediately upon discharge, or within seventy-  
22 two hours of resigning without notice.

23 78. Section 203 of the California Labor Code provides that when an  
24 employer willfully fails to make a timely payment of final wages pursuant to sections  
25 201 and 202 of the California Labor Code, the employer must, as a penalty, continue  
26 to pay the employee's wages at an employee's daily rate, up to thirty days.

27 79. Defendants, including DOES 1 through 50, willfully, knowingly, and  
28 intentionally failed to fully compensate all wages due to Plaintiff and the Class,

1 including minimum wages, overtime, double time, and meal and rest break  
2 premiums, as further alleged herein.

3 80. Since Plaintiff and the members of the Class have yet to be fully  
4 compensated for all hours worked, they are entitled to waiting time penalties in the  
5 amount of their daily rate of pay up to thirty days pursuant to section 203 of the  
6 California Labor Code, in an amount according to proof, and costs pursuant to CAL.  
7 CODE CIV. PROC. § 1032, *et. seq.*

8 **XIV.**

9 **SIXTH CAUSE OF ACTION**

10 **For Penalties Pursuant To Private Attorney General Act (“PAGA”)**

11 **[CAL. LAB. CODE §§ 2699, *et. seq.*]**

12 **(By Plaintiff and the Putative Class as Against All Defendants, Including**  
13 **DOES 1 through 50)**

14 81. Plaintiff re-alleges and incorporates every allegation contained in each of  
15 the preceding paragraphs in this FAC as fully set forth herein by reference.

16 82. The California Private Attorney General Act of 2004, codified under  
17 sections 2698-2699 of the California Labor Code, expressly establishes that any  
18 provision of the California Labor code that provides for a civil penalty to be assessed  
19 and collected by the Labor and Workforce Development Agency (“LWDA”), or any of  
20 its departments, divisions, commissions, boards agencies or employees for a violation  
21 of the California Labor Code. Alternatively, the civil penalties may be recovered  
22 through a civil action brought by an aggrieved employee on behalf of himself or  
23 herself, and other current or former employees.

24 83. Whenever the LWDA, or any of its departments, divisions, commissions,  
25 boards, agencies, or employees has discretion to assess a civil penalty, a court in a  
26 civil action is authorized to exercise the same discretion, subject to the same  
27 limitations and conditions, to assess the civil penalties.

28 84. Plaintiff and the other members of the Class are “aggrieved employees”

1 as defined by section 2699 of the California Labor Code in that they are all current or  
2 former employees of Defendants, and one or more of the alleged violations were  
3 committed against them.

4 85. Plaintiff seeks civil penalties for Defendant SHORELINE TREATMENT  
5 CENTER, INC.'S violations of the following Labor Code sections and Industrial Wage  
6 Orders:

- 7 (a) Failure to timely pay wages at the appropriate rate of pay in  
8 violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1194, 1198, can 8  
9 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 10 (b) Subjecting and requiring aggrieved employees to work alternative  
11 workweek schedules that were invalid, illegal, and unlawful in  
12 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §  
13 11050(3)(B), *et. seq.*;
- 14 (c) Requiring aggrieved employees to work shifts in excess of twelve  
15 (12) hours per day within a twenty-four (24) hour period in  
16 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §  
17 11050(3)(B)(9);
- 18 (d) Failure to provide meal periods as mandated by CAL. LAB. CODE §§  
19 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 20 (e) Failure to provide rest periods as mandated by CAL. LAB. CODE §  
21 226.7, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 22 (f) Failure to provide aggrieved employees with a suitable place for  
23 resting and/or eating during their meal and rest breaks in  
24 violation of CAL. LAB. CODE §§ 227.6 and 512, and 8 CAL. CODE  
25 REGS. §§ 11050(11)(C) and 11050(13);
- 26 (g) Failure to provide prompt payment of wages to employees upon  
27 termination and resignation in violation of CAL. LAB. CODE §§ 201,  
28 202, 203; and

1 (h) Failure to provide accurate itemized wage statements to  
2 employees in violation of CAL. LAB. CODE §§ 226 and 226.3.

3 86. On May 29, 2020, Plaintiff electronically submitted written notice to the  
4 Agency setting forth her contentions and claims on behalf of herself and on behalf of  
5 all those similarly situated. Copies of this letter was also mailed to Defendant  
6 SHORELINE TREATMENT CENTER, INC., on May 29, 2020, via certified mail.

7 87. On December 15, 2020, Plaintiff electronically submitted an amended  
8 written notice to the LWDA, setting forth additional contentions and claims on  
9 behalf of herself and on behalf of all those similarly situated. Copies of this letter was  
10 also mailed to Defendants SHORELINE TREATMENT CENTER, INC. and RACHEL  
11 LEVI, on December 15, 2020, via certified mail.

12 88. Pursuant to section 2699 of the California Labor Code, Plaintiff,  
13 individually and on behalf of all aggrieved employees, requests and is entitled to  
14 recover from Defendants wage compensation for uncompensated wages according to  
15 proof, interest, attorney's fees, and costs pursuant to CAL. LABOR CODE § 218.5, as  
16 well as all civil penalties against Defendant SHORELINE TREATMENT CENTER,  
17 INC., and DOES1 through 50, including but not limited to:

18 (a) Where penalties are not already specified in the applicable  
19 provision of the California Labor Code, penalties under CAL.  
20 LABOR CODE § 2699 in the amount of \$100 for each aggrieved  
21 employee per pay-period for the initial violation, and \$200 for  
22 each aggrieved employee per pay period for each subsequent  
23 violation (*see* CAL. LAB. CODE § 2699(f)(2));

24 (b) Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB.  
25 CODE § 226, in addition to any other penalty provided by law, of  
26 two hundred fifty dollars (\$250) per aggrieved employee for the  
27 first violation, and one thousand dollars (\$1,000) per aggrieved  
28 employee for each subsequent violation;



- 1 (c) Penalties under Title 8 of the California Code of Regulations, as  
2 set forth in the applicable Wage Order, in the amount of \$50 for  
3 each aggrieved employee per pay period for an initial violation,  
4 and \$100 for each aggrieved employee per pay period for each  
5 subsequent violation (*see* CAL. LAB. CODE § 558);
- 6 (d) Penalties under CAL. LABOR CODE § 210 in addition to, and entirely  
7 independent and apart from, any other penalty provided in the  
8 California Labor Code, in the amount of \$100 for each aggrieved  
9 employee per pay period for the initial violation, and \$200 for  
10 each aggrieved employee per pay period for each subsequent  
11 violation or any willful or intentional violation, plus 25% of the  
12 wages wrongfully withheld; and
- 13 (e) Any and all additional penalties and sums as provided by the  
14 California Labor Code, and/or other statutes.

15 89. In addition, Plaintiff seek and is entitled to have 75% of all penalties  
16 recovered pursuant to §§ 2699, *et seq.*, allocated to the LWDA, and 25% to the  
17 aggrieved employees.

18 90. Further, Plaintiff seeks and is entitled to recover reasonable attorneys'  
19 fees and costs pursuant to sections 2699, 218.5, 210 and 212 of the California Labor  
20 Code, and any other applicable statute, including CAL. CODE CIV. PROC. § 1032, *et*  
21 *seq.*

22 **XV.**

23 **SEVENTH CAUSE OF ACTION**

24 **For Unlawful Business Practices**

25 **[CAL. BUS & PROF CODE § 17200 *et. seq.*]**

26 **(By Plaintiffs and the Putative Class as Against All Defendants, Including**  
27 **DOES 1 through 50)**

28 91. Plaintiff re-alleges and incorporates every allegation contained in each of

1 the preceding paragraphs in this FAC as fully set forth herein by reference.

2 92. Each Defendant named herein is considered a “person,” as that term is  
3 defined under CAL. BUS. & PROF. CODE § 17021.

4 93. CAL. BUS. & PROF. CODE § 17200 defines unfair competition as any  
5 unlawful, unfair, or fraudulent business act or practice.

6 94. Plaintiff and the members of the Class have suffered an injury-in-fact as  
7 a result of Defendants’ conduct in violation of the Unfair Competition Law (CAL. BUS.  
8 & PROF. CODE § 17200 *et. seq.*). Specifically, Plaintiff and the Class have lost money  
9 and/or property as a result of Defendants’ wrongful conduct. The injuries suffered by  
10 Plaintiff and the Class were directly related to Defendants’ wrongful conduct.

11 95. At all times relevant hereto, by and through the conduct described  
12 herein, Defendants, including DOES 1 through 50, have engaged in unfair, fraudulent  
13 and unlawful practices, in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and  
14 have thereby deprived Plaintiff and members of the Class of fundamental rights and  
15 privileges guaranteed to all employees under the California Labor Code.

16 96. All of the acts described herein as violations of, among other things, the  
17 California Labor Code and applicable IWC Wage Orders, are unlawful and in  
18 violation of public policy, and are immoral, unethical, oppressive, and unscrupulous,  
19 and thereby constitute unfair, unlawful, and/or fraudulent business practices in  
20 violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.* Specifically, Defendants’ unfair,  
21 unlawful, and/or fraudulent business practices include the following violations:

22 (a) Failure to timely pay wages at the appropriate rate of pay in  
23 violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1194, 1198, can 8  
24 CAL. CODE REGS. § 11050(11), *et. seq.*;

25 (b) Subjecting and requiring aggrieved employees to work alternative  
26 workweek schedules that were invalid, illegal, and unlawful in  
27 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §  
28 11050(3)(B), *et. seq.*;

- 1 (c) Requiring aggrieved employees to work shifts in excess of twelve  
2 (12) hours per day within a twenty-four (24) hour period in  
3 violation of CAL. LAB. CODE § 511 and 8 CAL. CODE REGS §  
4 11050(3)(B)(9);
- 5 (d) Failure to provide meal periods as mandated by CAL. LAB. CODE §§  
6 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 7 (e) Failure to provide rest periods as mandated by CAL. LAB. CODE §  
8 226.7, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 9 (f) Failure to provide aggrieved employees with a suitable place for  
10 resting and/or eating during their meal and rest breaks in  
11 violation of CAL. LAB. CODE §§ 227.6 and 512, and 8 CAL. CODE  
12 REGS. §§ 11050(11)(C) and 11050(13);
- 13 (g) Failure to provide prompt payment of wages to employees upon  
14 termination and resignation in violation of CAL. LAB. CODE §§ 201,  
15 202, 203;
- 16 (h) Failure to provide accurate itemized wage statements to  
17 employees in violation of CAL. LAB. CODE §§ 226 and 226.3; and
- 18 (i) Failure to post the required notices with respect to information  
19 regarding mandatory payroll and workplace injuries in violation of  
20 CAL. LAB. CODE §§ 207 and 2559, and 8 CAL. CODE REGS. §§ 9881,  
21 9881.1, and 11050(22) (*see* CAL. LAB. CODE § 2699(g)(2)).

22 97. By and through the unfair, fraudulent, and unlawful business practices  
23 described herein, Defendants, including DOES 1 through 50, have obtained valuable  
24 property, money, and services from Plaintiffs and the Class, and has deprived them  
25 of valuable rights and benefits guaranteed by the law, all to their detriment.

26 98. Furthermore, Plaintiff is informed and believes, and thereupon alleges,  
27 that Defendants have underreported to federal and state authorities the wages  
28 earned by Plaintiff and the members of the Class, and therefore, have underpaid state

1 and federal taxes, employer matching funds, unemployment premiums, Social  
2 Security, Medicare and Workers' Compensation premiums. This conduct is criminal  
3 in nature and subjects Defendants to sanctions, fines, and imprisonment, and is  
4 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

5 99. Plaintiff is informed and believes, and based upon that information and  
6 belief alleges, that by requiring Plaintiff and the Class to work without minimum  
7 wage compensation, or work overtime without receiving overtime compensation, and  
8 failing to provide meal and rest periods, Defendants have engaged in business within  
9 the state of California to offer its services at a lower price for the purpose of injuring  
10 competitors and/or destroying competition in violation of CAL. BUS. & PROF. CODE §  
11 17043.

12 100. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants'  
13 failure to pay wages, overtime compensation, related benefits, and employment  
14 taxes, is admissible as evidence of Defendants' intent to violate Chapter 4 of the  
15 Unfair Business Trade Act.

16 101. Defendants' practices are unlawful, unfair, deceptive, untrue, and  
17 misleading.

18 102. Plaintiff is entitled to seek, and does seek, such relief as may be  
19 necessary to restore the money and property that Defendants have acquired, or of  
20 which Plaintiff and members of the Class have been deprived of, by means of the  
21 above-described unfair and unlawful business practices.

22 103. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at  
23 law to redress the injuries that they have suffered as a consequence of Defendants'  
24 unfair and unlawful business practices. As such, Defendants should be required to  
25 disgorge the unpaid moneys owed to Plaintiff and the Class.

26 104. Because Plaintiff seeks to enforce an important right affecting the public  
27 interest, *to wit*, the lawful payment of wages as required by law, the disgorgement of  
28 ill-gotten gains, and the restitution of unlawfully withheld wages, with interest

1 thereon, Plaintiff requests an award of attorneys' fees, pursuant to CAL. CODE CIV.  
2 PROC. § 1021.5, and costs pursuant to CAL. CODE CIV. PROC. § 1032.

3 **XVI.**

4 **PRAYER**

5 WHEREFORE, Plaintiff prays for judgment as follows:

6 **A. ON THE FIRST CAUSE OF ACTION:**

7 1. For compensatory damages, including lost wages, and other losses, in an  
8 amount in an amount according to proof;

9 2. For an award of interest, including prejudgment interest at the legal rate  
10 pursuant to CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et. seq.*; and

11 3. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB.  
12 CODE §§ 218.5, 1194, and CAL. CODE CIV. PROC. § 1032.

13 **B. ON THE SECOND AND THIRD CAUSES OF ACTION:**

14 4. For unpaid premium payments in an amount according to proof; and

15 5. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

16 **C. ON THE FOURTH CAUSE OF ACTION:**

17 6. For statutory penalties pursuant to CAL. LAB. CODE § 226;

18 7. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and  
19 CAL. CODE CIV. PROC. § 1032, *et. seq.*

20 **D. ON THE FIFTH CAUSE OF ACTION:**

21 8. For statutory penalties CAL. LAB. CODE § 203;

22 9. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

23 **E. ON THE SIXTH CAUSE OF ACTION:**

24 10. Penalties pursuant to CAL. LABOR CODE § 2699(f)(2) in the amount of  
25 \$100 for each aggrieved employee per pay period for the initial violation, and \$200  
26 for each aggrieved employee per pay period for each subsequent violation;

27 11. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE §  
28 226, in addition to any other penalty provided by law, of two hundred fifty dollars

1 (\$250) per aggrieved employee for the first violation, and one thousand dollars  
2 (\$1,000) per aggrieved employee for each subsequent violation;

3 12. Penalties under Title 8 of the California Code of Regulations, as set forth  
4 in the applicable Wage Order, in the amount of \$50 for each aggrieved employee per  
5 pay period for an initial violation, and \$100 for each aggrieved employee per pay  
6 period for each subsequent violation (*see* CAL. LAB. CODE § 558);

7 13. Penalties under CAL. LABOR CODE § 210 in the amount of \$100 for each  
8 aggrieved employee per pay period for the initial violation, and \$200 for each  
9 aggrieved employee per pay period for each subsequent violation or any willful or  
10 intentional violation, plus 25% of the wages wrongfully withheld;

11 14. Any and all additional penalties and sums as provided by the CAL. LABOR  
12 CODE and/or other statutes; and

13 15. Reasonable attorney's fees and costs pursuant to SECTIONS 2699, 218.5,  
14 210 and 212 of the California Labor Code, and any other applicable statute.

15 **F. ON THE SEVENTH CAUSE OF ACTION:**

16 16. That Defendants, including DOES 1 through 50, be ordered and enjoined  
17 to pay restitution and penalties to Plaintiffs due to Defendants' unlawful and/or  
18 unfair activities, pursuant to Business and Professions Code §§ 17200-05;

19 17. That Defendants, including DOES 1 through 50, further be enjoined to  
20 cease and desist from unlawful and/or unfair activities in violation of Business and  
21 Professions Code § 17200, *et. seq.*;

22 18. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

23 19. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

24 **G. ON ALL CAUSES OF ACTION:**

25 20. For an order granting class certification;

26 21. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

27 22. For other and further relief as the Court deems just and proper.

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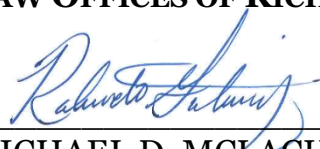
**XVII.**

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all triable claims.

DATED: April 28, 2021

**MCLACHLAN LAW, APC  
GUTIERREZ LAW GROUP, APLC  
LAW OFFICES OF RICHARD KIM, PC**

By:   
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*Attorneys for Plaintiff and the Putative Class*

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age  
3 of 18 and am not a party to the within action. My business address is 2447 Pacific Coast  
4 Highway, Suite 100, Hermosa Beach, California 90254.

5 On April 21, 2021, I caused the foregoing document(s) described as: **FIRST**  
6 **AMENDED CLASS ACTION COMPLAINT**, to be served on the parties in this  
7 action, as follows:

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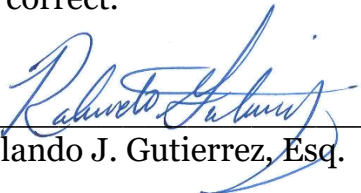
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18 *CENTER, INC.; and RACHEL LEVI*

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*PRODROMIDES and the*  
*Putative Class*

- 1 ( ) (BY U.S. MAIL) I am readily familiar with the firm’s practice of collection and  
2 processing of documents for mailing. Under that practice, the above-referenced  
3 document(s) were placed in sealed envelope(s) addressed to the parties as noted  
4 above, with postage thereon fully prepaid and deposited such envelope(s) with the  
5 United States Postal Service on the same date at Hermosa Beach, California,  
6 addressed as above.
- 7 (X) (BY ELECTRONIC SERVICE) Complying with California Rule of Court 2.251 and  
8 Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with the Court’s Case  
9 Management Order, I caused true and correct copies of the documents to be  
10 served through Case Anywhere at [www.caseanywhere.com](http://www.caseanywhere.com) to the email  
11 address(es) of the person(s) identified above.
- 12 (X) (STATE) I declare under penalty of perjury under the laws of the State of  
13 California that the above is true and correct.

14   
15 \_\_\_\_\_  
16 Rolando J. Gutierrez, Esq.