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9 LILIA RODRIGUEZ and ANGELICA
10 SALGADO, individually and on behalf of
11 others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 LILIA RODRIGUEZ, individually and on behalf
15 of others similarly situated,

16 Plaintiff,

17 vs.

18 PERSONNEL STAFFING GROUP, LLC;
19 STAFFING SOLUTIONS, INC. d/b/a
20 BALANCE STAFFING; and DOES 1 through
21 100, inclusive.

22 Defendants.

CASE NO. RG17846171

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Overtime Wages**
2. **Failure to Provide Meal Periods**
3. **Failure to Provide Rest Periods**
4. **Failure to Furnish Accurate Wage Statements**
5. **Failure to Pay Earned Wages Upon Termination or Discharge**
6. **Unfair Competition in Violation of Business & Professions Code Section 17200**

JURY TRIAL DEMANDED

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25 Plaintiff LILIA RODRIGUEZ and ANGELICA SALGADO (“Plaintiffs”) individually and
26 on behalf of all similarly situated individuals hereby respectfully alleges, avers, and complains, as
27 follows:

28 **THE PARTIES**

1 1. Plaintiff LILIA RODRIGUEZ is an individual and resident of the City of Oakland,
2 Alameda County, California.

3 2. Plaintiff ANGELICA SALGADO is an individual and resident of the City of
4 Oakland, Alameda County, California.

5 3. At all relevant times herein, Plaintiffs worked as janitors for Defendants at Oakland
6 Coliseum and Oracle Arena in Oakland, California. Plaintiff LILIA RODRIGUEZ started working
7 for Defendants in or about June 2011, and ended her employment on January 14, 2016. Prior to her
8 work in Oakland, Plaintiff LILIA RODRIGUEZ worked for Defendants at another location in
9 Union City assembling medical parts. Plaintiff ANGELICA SALGADO began her employment
10 with Defendants in 2012 or 2013 and ended her employment in September 2016.

11 4. On information and belief, Defendant PERSONNEL STAFFING GROUP, LLC is a
12 Florida limited liability company doing business in Alameda County, California. On information
13 and belief, Defendant PERSONNEL STAFFING GROUP, LLC is a temporary employment and
14 staffing agency that provides personnel staffing on both a temporary and permanent basis. Upon
15 information and belief, the above-named entity employed Plaintiffs and Class Members as
16 temporary staffing employees.

17 5. On information and belief, Defendant STAFFING SOLUTIONS, INC. is a
18 California corporation doing business in Alameda County, California. On information and belief,
19 Defendant STAFFING SOLUTIONS, INC. is a temporary employment and staffing agency that
20 provides personnel staffing on both a temporary and permanent basis. Upon information and belief,
21 the above-named entity employed Plaintiffs and Class Members as temporary staffing employees.

22 6. The true names and capacities of defendants Does 1 through 100, inclusive, and
23 each of them, are unknown to Plaintiffs, who sues said defendants by such fictitious names.
24 Plaintiffs are informed and believe and thereon allege that each of the defendants fictitiously
25 named herein is legally responsible in some actionable manner for the events described herein, and
26 thereby proximately caused the damage to Plaintiffs. Plaintiffs will seek leave of Court to amend
27 this Complaint to state the true name(s) and capacities of such fictitiously named defendants when
28 the same have been ascertained.

1 7. Plaintiffs are informed and believe and thereon allege that at all times relevant
2 herein, each defendant aided and abetted, and acted in concert with and/or conspired with each and
3 every other defendant to commit the acts complained of herein and to engage in a course of
4 conduct and the business practices complained of herein

5 8. Defendants, including Does 1 through 100, inclusive, are now, and/or at all times
6 mentioned in this Complaint were the affiliates of some or all other Defendants, and vice-versa,
7 and in doing the thing alleged in this Complaint, Defendants were directly or indirectly controlling,
8 controlled by or under common control with such other Defendants.

9 9. Defendants, including Does 1 through 100, inclusive, are now, and/or at all times
10 mentioned in this Complaint were the agents, servants and/or employees of some or all other
11 Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now
12 and/or at all times mentioned in this Complaint were acting within the course and scope of that
13 agency, servitude and/or employment.

14 10. Defendants, including Does 1 through 100, inclusive, are now, and/or at all times
15 mentioned in this Complaint were members of, and/or engaged in a joint venture, partnership and
16 common enterprise, and acting within the course and scope of, and in pursuance of said joint
17 venture, partnership and common enterprise.

18 11. Defendants, including Does 1 through 100, inclusive, at all times mentioned in this
19 Complaint, approved of, condoned and/or otherwise ratified each and every one of the acts and/or
20 omissions alleged in this Complaint

21 **JURISDICTION AND VENUE**

22 12. Jurisdiction is conferred on this Court over Defendants, as Defendants are
23 incorporated in, conduct business in, and/or reside in California. Jurisdiction is conferred on this
24 Court as to all Claims for Relief as they arise under state statutory or common law.

25 13. Venue is proper in this Court because Defendants are doing business in this County
26 and have their principal place of business in this County, and because a substantial part of the
27 events and omissions giving rise to the claims occurred in this County.

28 **FACTUAL ALLEGATIONS**

1 14. This is a class action pursuant to Section 382 of the California Code of Civil
2 Procedure to vindicate rights afforded the class by California labor law. This action is brought on
3 behalf of Plaintiffs and all current and former non-exempt hourly employees working for
4 Defendant.

5 15. During the relevant class period, Plaintiffs and Class Members were hired and
6 employed by Defendant as temporary staffing employees. They were sent out to work for and/or
7 work at Defendants' clients under the direction and supervision of their clients.

8 16. During Plaintiffs' and Class Members' employment with Defendant, they were not
9 exempt from California employment laws and regulations in that they routinely spent a majority of
10 their working hours performing duties delegated to non-exempt employees, including but not
11 limited to janitorial, cleaning and maintenance duties.

12 17. During Plaintiffs' and Class Members' employment with Defendant, they spent few
13 to none of their working hours performing work which was primarily intellectual, managerial or
14 creative, or which required the regular and customary exercise of discretion and independent
15 judgment with respect to matters of significance on more than an occasional basis.

16 18. Plaintiffs and Class Members were hourly employees and were not paid a salary
17 which render them non-exempt from California wage and hour laws.

18 19. Plaintiffs' and Class Members' duties and activities during their respective working
19 hours and shifts were known to and directed by Defendant, and were set and controlled by
20 Defendant as a matter of corporate policy.

21 20. During their employment, Plaintiffs and Class Members worked as temporary
22 hourly workers who were sent out to work at Defendants' clients' facilities and sites. During their
23 employment, they suffered damages for the following wage and hour violations committed by
24 Defendants:

- 25 a. Plaintiffs and Class Members were not paid overtime wages for overtime hours
- 26 worked;
- 27 b. Plaintiffs and Class Members were not provided timely, compliant meal breaks;
- 28 c. Plaintiffs and Class Members were not provided timely, compliant rest breaks;

- d. Plaintiffs and Class Members were not paid all overtime wages due on regular period pay periods;
- e. Plaintiffs and Class Members were not paid all earned wages due upon termination or discharge;
- f. Plaintiffs and Class Members were not given accurate itemized wage statements;
- g. Defendant knowingly and intentionally failed to maintain accurate records as required by California law.

21. Plaintiffs and Class Members also seek attorneys' fees pursuant to California Labor Code section 218.5 and any other applicable sections.

22. Plaintiffs and Class Members also seek restitution and disgorgement of all sums wrongfully obtained by Defendant through unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, to prevent the Defendants from benefiting from their unlawful, fraudulent and unfair acts. Such sums recovered under the Unfair Competition Act and Unfair Businesses Act are equitable in nature and are not to be considered damages. Plaintiffs are also entitled to costs, attorneys' fees, interest and penalties as provided for by the Labor Code, the Business & Professions Code and Code of Civil Procedure §1021.5.

CLASS ACTION ALLEGATIONS

23. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. Plaintiffs seek to represent the following Class composed of and defined as follows:

CLASS: All temporary staffing employees hired or employed by Defendants to work at AEG-managed facilities, the Oakland Coliseum and Oracle Arena, in California during the period of four years prior to the filing of this action through the present.

TERMINATION SUBCLASS: All temporary staffing employees hired or employed by Defendants to work at the Oakland Coliseum and Oracle Arena, in California and whose employment with Defendants ended during the period of four years prior to the filing of this action through the present.

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24. Plaintiffs reserve the right under Rule 1855(b), California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

25. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined community of interest among many persons who comprise a readily ascertainable class.

26. **Numerosity and Ascertainability** (C.C.P. § 382): The potential number of Class Members as defined is so numerous that joinder of all Members would be unfeasible and impractical. The disposition of their claims through this class action will benefit both the parties and this Court. The number of Class Members is unknown at this time, however, it is estimated that the Class will number greater than 40. The identity of such membership can readily be ascertained from Defendant’s employees’ payroll and personnel records.

27. **Superiority** (C.C.P. §382): The nature of this action and the nature of laws available to Plaintiffs make use of the class action format particularly efficient and appropriate. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The actual monetary recovery due to most of the individual Class Members is likely to be small, and the burden and expense of individual litigation would make it prohibitive for individual Class Members to seek relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments if individual Class Members were to litigate separately.

1 28. **Well-defined Community of Interest:** Plaintiff also meets the established standard
2 for class certification (*See, e.g. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal. 4th 1096*),
3 as follows:

4 29. **Typicality:** Plaintiffs' claims are typical of the claims of all members of the Class
5 they seek to represent because all members of the Class sustained injuries and damages arising out
6 of Defendants' common policies, practices and course of conduct in violation of law and the
7 injuries and damages of all members of the Class were caused by Defendants' wrongful conduct in
8 said violation of law, as alleged herein.

9 30. **Adequacy:** Plaintiffs LILIA RODRIGUEZ and ANGELICA SALGADO:

- 10 a. Are adequate representatives of the Class;
- 11 b. Will fairly protect the interests of all members of the Class;
- 12 c. Have no interests antagonistic to any members of the Class; and
- 13 d. Will vigorously pursue this suit via attorneys who are competent, skilled and
14 experienced in litigating matters of this type.

15 31. **Predominant Common Questions of Law or Fact:** There are common questions
16 of law and/or fact as to the members of the Class which predominate over questions affecting only
17 individual members of the Class, including, without limitation:

18 a. Whether Defendant violated Labor Code Section 512 by not providing Class
19 Members with a first meal period after no more than five hours of work and a second meal period
20 after no more than 10 hours of work;

21 b. Whether Defendant failed to authorize and permit Class Members to take rest
22 periods at the rate of 10 minutes' rest for shifts from three and one-half to six hours in length, 20
23 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
24 hours up to 14 hours;

25 c. Whether Defendant violated Labor Code section 510 and 1194 by failing to pay
26 Class Members their overtime wages for overtime hours worked;

27 d. Whether Defendant violated Labor Code Section 226.7 by not paying Class
28 Members additional pay for missed breaks;

1 e. Whether Defendant violated Labor Code Section 204 by not paying Class Members
2 for all wages earned during each pay period;

3 f. Whether Defendant violated Labor Code Section 201 and 202 by not paying
4 Terminated Class Members (those Class Members whose employment with Defendant ended) for
5 all wages due upon termination;

6 g. Whether Defendant violated Labor Code Section 226(a) by not providing Class
7 Members with accurate wage statements that included all overtime hours worked, including daily
8 overtime hours worked in excess of 8 hours in a workday;

9 h. Whether Defendant maintained records pursuant to Labor Code sections 226 and
10 1174;

11 i. Whether Defendant's conduct constituted unfair competition or unlawful business
12 practice under Business and Professions Code Section 17200, *et seq.*;

13 j. Whether injunctive relief is appropriate to ensure Defendant's compliance with the
14 Labor Code with respect to Members of the Class currently employed by Defendant;

15 k. Whether Class Members are entitled to attorney's fees;

16 l. Whether Class Members are entitled to prejudgment interest;

17 m. Whether Class Members are entitled to restitution;

18 n. Whether each Class Member might be required to ultimately justify an individual
19 claim does not preclude maintenance of a class action. *Collins v. Rocha (1972) 7 Cal. 2d 232.*

20 **FIRST CAUSE OF ACTION**

21 **For Failure to Pay Overtime Wages**

22 **(Against All Defendants)**

23 32. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the
24 material allegations set out above in the preceding paragraphs.

25 33. At all relevant times, Plaintiffs and other Class Members were employees covered
26 by Labor Code sections 510, 1194, and the applicable Industrial Wage Order.

27 34. Pursuant to Labor Code sections, 510, 1194, and the applicable Industrial Wage
28 Order, Plaintiffs and Class Members were entitled to overtime wages payable at the rate of at least

1 one and one-half times their regular rate of pay for all overtime hours worked and payable at the
2 rate of at least twice the regular rate of pay for all double-time hours worked. Labor Code section
3 510 states that: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours
4 in one workday and any work in excess of 40 hours in any one workweek and the first eight hours
5 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
6 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12
7 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
8 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
9 be compensated at the rate of no less than twice the regular rate of pay of an employee."

10 35. Defendants failed to pay Plaintiffs and Class Members their earned overtime wages
11 for overtime hours worked in accordance with Labor Code sections 510, 1194, and the applicable
12 Industrial Wage Order. Plaintiffs are informed and believe and thereon allege that at all relevant
13 times within the applicable Class Period, Defendants failed to pay Plaintiffs and Class Members for
14 all daily overtime hours worked. Plaintiffs are informed and believes and thereon alleges that at all
15 relevant times within the applicable Class Period, Defendants scheduled Plaintiffs and other Class
16 Members for shifts in a workday that exceeded the daily overtime hours and yet failed to pay for
17 these daily overtime hours worked.

18 36. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
19 suffered damages in an amount, subject to proof, to the extent that they were not paid for all
20 overtime hours worked.

21 37. Pursuant to Labor Code section 1194, Plaintiffs and Class Members are entitled to
22 recover the full amount of their unpaid overtime wages, prejudgment interest, reasonable attorney's
23 fees and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **For Failure to Provide Meal Periods**

26 **(Against All Defendants)**

27 38. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
28 allegations set out above in the preceding paragraphs.

1 39. At all relevant times, Plaintiffs and Class Members were employees covered by
2 Labor Code Sections 226.7 and 512, and the applicable Industrial Wage Order.

3 40. Labor Code §§ 226.7 and 512 and the applicable Industrial Wage Order provide that
4 no employer shall employ any person for a work period of more than five (5) hours without a meal
5 period of not less than 30 minutes. The employer satisfies this obligation if it relieves its employees
6 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
7 take an uninterrupted 30-minute break, and does not impede or discourage them from doing so.

8 41. Labor Code § 226.7 and the applicable Industrial Wage Order provide that if an
9 employer fails to provide an employee a meal period in accordance with this section, the employer
10 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
11 workday that the meal period is not provided.

12 42. During the Class Period, Defendants routinely failed to provide Class Members,
13 including Plaintiffs, with meal periods during their work shifts and/or provide these meal breaks
14 prior to the employees' fifth hour worked. Defendants failed to compensate Class Members,
15 including Plaintiffs, for these meal period violations, as required by California Labor Code §226.7
16 and other applicable sections of the Wage Order.

17 43. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
18 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay for
19 meal period violations.

20 **THIRD CAUSE OF ACTION**

21 **For Failure to Provide Rest Periods**

22 **(Against All Defendants)**

23 44. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the
24 material allegations set out above in the preceding paragraphs.

25 45. At all relevant times, Plaintiffs and Class Members were employees covered by
26 Labor Code Sections 226.7 and 512, and the applicable Industrial Wage Order.

27 46. Labor Code §§ 226.7 and 512 and the applicable Industrial Wage Order provide
28 that employers shall authorize and permit employees to take rest periods at the rate of ten (10)

1 minutes net rest time per four (4) hours of work. Under these provisions, employers must
2 authorize and permit employees to take rest periods at the rate of 10 minutes' rest for shifts from
3 three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10
4 hours, 30 minutes for shifts of more than 10 hours up to 14 hours.

5 47. Labor Code § 226.7 and the applicable Industrial Wage Order further provide that if
6 an employer fails to provide an employee rest periods in accordance with this law, the employer
7 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
8 workday that the rest period is not authorized and permitted.

9 48. During the Class Period, Defendants routinely failed to provide the Class Members,
10 including Plaintiffs, with rest periods during their work shifts, and failed to compensate Class
11 Members, including Plaintiffs, for those rest period violations, as required by California Labor
12 Code §226.7 and other applicable sections of the Industrial Wage Order.

13 49. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay for
15 rest period violations.

16 **FOURTH CAUSE OF ACTION**

17 **For Failure to Furnish Accurate Wage Statements**

18 **(Against All Defendants)**

19 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
20 allegations set out above in the preceding paragraphs.

21 51. At all relevant times, Plaintiffs and Class Members were employees of Defendant
22 covered by Labor Code Section 226.

23 52. California Labor Code § 226(a) provides that:

24 Every employer shall, semimonthly or at the time of each payment of
25 wages, furnish each of his or her employees, either as a detachable part of
26 the check, draft, or voucher paying the employee's wages, or separately
27 when wages are paid by personal check or cash, an accurate itemized
28 statement in writing showing (1) gross wages earned, (2) total hours
worked by the employee, except for any employee whose compensation is
solely based on a salary and who is exempt from payment of overtime
under subdivision (a) of Section 515 or any applicable order of the

1 Industrial Welfare Commission, (3) the number of piece-rate units earned
2 and any applicable piece rate if the employee is paid on a piece-rate basis,
3 (4) all deductions, provided that all deductions made on written orders of
4 the employee may be aggregated and shown as one item, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid,
6 (7) the name of the employee and his or her social security number, except
7 that by January 1, 2008, only the last four digits of his or her social security
8 number or an employee identification number other than a social security
9 number may be shown on the itemized statement, (8) the name and address
10 of the legal entity that is the employer, and (9) all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee

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53. Further, the relevant wage orders of the Industrial Welfare Commission
applicable to Plaintiffs state in pertinent part:

“(A) Every employer shall keep accurate information with respect to
each employee including the following:

(3) Time records showing when the employee begins and ends each
work period. Meal periods, split shift intervals and total daily hours
worked shall also be recorded. Meal periods during which operations
cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board,
lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of
pay. This information shall be made readily available to the
employee upon reasonable request

54. At all material times set forth herein, Defendants either recklessly or intentionally
failed to furnish itemized statements that show, among other things, the actual number of overtime
hours worked each workday and each workweek by Plaintiffs and Class Members, the beginning
and ending time of each work period, meal period and split shift interval, the total daily hours
worked, and the total overtime hours worked per pay period and applicable rates of pay.

55. As a result of Defendants’ conduct, Plaintiffs and Class Members have suffered
injury. The absence of accurate information on their wage statements has prevented timely
challenges to Defendants’ unlawful pay practices, required discovery and mathematical
computations to determine the amount of wages owed, caused difficulty and expense in attempting
to reconstruct time and pay records, and led to the submission of inaccurate information about
wages and amounts deducted from wages to state and federal government agencies.

1 56. As a result of Defendants' conduct, Plaintiffs and Class Members are each entitled
2 to recover from Defendants the greater of their actual monetary damages caused by Defendants'
3 failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four-
4 thousand dollars (\$4,000.00) per employee and an award of costs and reasonable attorney's fees
5 pursuant to California Labor Code § 226(e).

6 **FIFTH CAUSE OF ACTION**

7 **For Failure to Pay Earned Wages Upon Termination or Discharge.**

8 **(Against All Defendants)**

9 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
10 allegations set out above in the preceding paragraphs.

11 58. At all relevant times, Plaintiffs and other Class Members who quit or were discharged
12 (“Terminated Class Members”) from employment are covered by Labor Code Section 201 or 202.

13 59. Pursuant to Labor Code Sections 201 and 202, Plaintiffs and other Terminated Class
14 Members were entitled to receive upon termination all wages earned and unpaid at the time of
15 termination. If an employee is discharged, all wages earned and unpaid are due and payable
16 immediately upon discharge. If an employee quits his or her employment, his or her wages shall
17 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
18 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
19 wages at the time of quitting.

20 60. Defendants failed to pay Plaintiffs and other Terminated Class Members all wages
21 earned and unpaid at the time of termination timely in accordance with Labor Code Sections 201 or
22 202. Their earned and unpaid wages at the time of termination include, but are not limited to,
23 overtime wages and additional pay for missed meal and rest periods.

24 61. Defendants' failure to pay Plaintiffs and other Terminated Class Members all wages
25 earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful.
26 Defendants had the ability to pay all wages earned by employees prior to termination in accordance
27 with Labor Code Sections 201 or 202, but intentionally followed a practice or adopted a policy that
28 violated Labor Code Sections 201 and/or 202.

1 62. Pursuant to Labor Code Section 201 or 202, Plaintiffs and other terminated Class
2 Members are entitled to all wages earned prior to termination that Defendants failed to pay them.

3 63. California Labor Code Section 203 provides that if an employer willfully fails to pay,
4 without abatement or reduction, in accordance with Labor Code Sections 201 and 202, any wages of
5 the employee shall continue as a penalty from the due date thereof at the same rate until paid or until
6 an action therefore is commenced; but the wages shall not continue for more than 30 days.

7 64. Therefore, Plaintiffs and other Terminated Class Members are entitled to recover
8 from Defendants the statutory penalty for each day they were not paid at their regular rate of pay up
9 to 30 days maximum pursuant to California Labor Code section 203.

10 65. Plaintiffs and other Terminated Class Members are entitled to recover their unpaid
11 wages, waiting time penalties under Labor Code section 203, reasonable attorney's fees and costs of
12 suit, and prejudgment interest.

13 SIXTH CAUSE OF ACTION

14 Unfair Competition [Bus. & Prof. Code §§17200 *et seq.*]

15 (Against All Defendants)

16 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
17 allegations set out above in the preceding paragraphs.

18 67. Defendants are "persons" as that term is defined under Business & Professions Code
19 section 17021. Business & Professions Code section 17200 defines unfair competition as any
20 unlawful, unfair, or fraudulent business act or practice.

21 68. Defendants' violations of the Labor Code as alleged in this Complaint, including,
22 but not limited to, Defendants' (a) failure to pay Class Members overtime wages; (b) failure to
23 compensate Class Members for missed meal breaks; (c) failure to compensate Class Members for
24 missed rest breaks, all constitute unfair business practices in violation of Business & Professions
25 Code section 17200, *et seq.*

26 69. As a result of Defendant's unfair business practices, Defendants have reaped unfair
27 benefits and illegal profits at the expense of Class Members, and to the detriment members of the
28 public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Class

1 Members. Pursuant to Business & Professions Code section 17203, Plaintiff and other Class
2 Members are entitled to restitution of the wages and other monies withheld, deducted and/or
3 retained by Defendants during a period that commences four years prior to the filing of this action.

4 70. Pursuant to Business & Professions Code section 17203, Defendants' unfair
5 business practices entitle Plaintiffs and Class Members to seek preliminary and permanent
6 injunctive relief including, but not limited to, orders that Defendants account for, disgorge and
7 restore to Class Members all compensation unlawfully withheld from them.

8 71. Plaintiffs and other Class Members are entitled to recover reasonable attorney's fees
9 in connection with their unfair competition claims pursuant to Code of Civil Procedure section
10 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiffs, individually and on behalf of all Class Members, pray for
13 judgment in their favor and against Defendant as follows:

14 a) CLASS CERTIFICATION

- 15 i. An order that the action be certified as a class action;
16 ii. An order that Plaintiffs be certified as the representatives of the Class;
17 iii. An order that counsel for Plaintiffs be confirmed as Class counsel.

18 b) ON THE FIRST CAUSE OF ACTION

- 19 i. Damages for unpaid overtime wages according to proof;
20 ii. Prejudgment interest;
21 iii. Reasonable attorney's fees;
22 iv. Costs of suit; and
23 v. Such other relief as the Court deems just and proper.

24 c) ON THE SECOND CAUSE OF ACTION

- 25 i. Damages for unpaid additional pay owed for missed meal periods in an amount
26 according to proof;
27 ii. Prejudgment interest;
28 iii. Reasonable attorney's fees;

- iv. Costs of suit;
- v. Such other relief as the Court deems just and proper.

d) ON THE THIRD CAUSE OF ACTION

- i. Damages for unpaid additional pay owed for missed rest periods in an amount according to proof;
- ii. Prejudgment interest;
- iii. Reasonable attorney's fees;
- iv. Costs of suit;
- v. Such other relief as the Court deems just and proper.

e) ON THE FOURTH CAUSE OF ACTION

- i. Damages or penalties for not providing accurate wage statements in an amount according to proof;
- ii. An order requiring Defendant to comply with Labor Code section 226(a);
- iii. Reasonable attorney's fees;
- iv. Costs of suit; and
- v. Such other relief as the Court deems just and proper.

f) ON THE FIFTH CAUSE OF ACTION

- i. Damages for unpaid wages due upon termination according to proof;
- ii. Waiting time penalties for failure to pay all earned wages timely upon termination of employment in an amount according to proof;
- iii. Prejudgment interest;
- iv. Reasonable attorney's fees;
- v. Costs of suit; and
- vi. Such other relief as the Court deems just and proper.

g) ON THE SIXTH CAUSE OF ACTION


- i. Restitution of all unpaid wages and other monies owed and belonging to Class members that Defendant unlawfully withheld from them and retained for themselves in an amount according to proof;

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- ii. Prejudgment interest;
- iii. Costs of suit;
- iv. Reasonable attorney’s fees;
- v. Such other relief as the Court deems just and proper.

Dated: January 24, 2020

MICHAEL H. KIM, P.C.


By: 
 Michael H. Kim, Esq.
 Adam K. Tanouye, Esq.
 Attorneys for Plaintiffs
 LILIA RODRIGUEZ and ANGELICA
 SALGADO, individually and on behalf of
 others similarly situated

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands trial by jury of all causes of action.

Dated: January 24, 2020

MICHAEL H. KIM, P.C.

By: 
 Michael H. Kim, Esq.
 Adam K. Tanouye, Esq.
 Attorneys for Plaintiffs
 LILIA RODRIGUEZ and ANGELICA
 SALGADO, individually and on behalf of
 others similarly situated

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PROOF OF SERVICE

I am employed in the County of San Mateo, State of California. I am over the age of 18 years and not a party to the within action. My business address is 475 El Camino Real, Suite 309, Millbrae, CA 94030.

On January 24, 2020, I served the following document(s) described as

SECOND AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action by placing a copy thereof enclosed in a sealed envelope addressed as follows:

Elliot Richardson
Ann Qushair
Michael R. Minguet
KOREY RICHARDSON LLP
1055 Wilshire Blvd. Suite 1690
Los Angeles, CA 90017

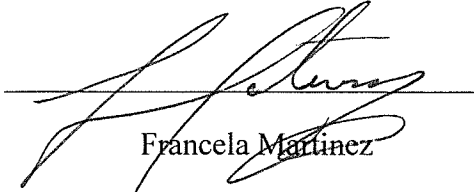
David Raizman
Michael D. Thomas, Esq.
OLGETREE, DEAKINS, NASH SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

[X] (BY MAIL) I deposited such envelope in the mail at Millbrae, California. The envelope was mailed with postage thereon fully prepaid.

(X) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepared at Millbrae, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 24, 2020 at Millbrae, California.


Francela Martinez