

OCT 13 2020

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

16 DEBRA LEWIS, MARLENE MENDOZA, and
17 LOTUS PEREZ-SILVA,

18 Plaintiffs,

19 v.

20 HOST INTERNATIONAL, INC. and DOES 1
21 through 20, inclusive,

22 Defendants.

Case No. **20STCV39330**

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES, PENALTIES, INTEREST,
ATTORNEYS' FEES AND COSTS**

1. Violation of Los Angeles Living Wage Ordinance (L.A.A.C. § 10.37, *et seq.*)
2. Failure to Pay Vested Vacation Time Upon Termination (Lab. Code §227.3)
3. Failure to Pay All Wages Due Upon Termination (Lab. Code §§ 201-203)
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
5. Violation of California's Unfair Competition Law (Bus. and Prof. Code § 17200, *et seq.*)

DEMAND FOR JURY TRIAL

By Fax

10/15/2020

INTRODUCTION

1
2 1. Plaintiffs Debra Lewis, Marlene Mendoza, and Lotus Perez-Silva (collectively,
3 “Plaintiffs”) bring this action against Defendant Host International, Inc. (“Host”) and other unnamed
4 Defendants (collectively, “Defendants”) alleging violations of the Los Angeles Living Wage Ordinance,
5 the California Labor Code and the California Unfair Competition Law. Plaintiffs bring this action
6 individually and on behalf of similarly situated current and former hourly non-exempt Host employees
7 who worked at Los Angeles International Airport (“LAX”) during the four years preceding the filing of
8 this Complaint through the date of judgment in this action.

9 2. In 1997, the City of Los Angeles (“City”) became one of the first major cities in the United
10 States to pass a living wage ordinance. Codified in the Los Angeles Administrative Code §§ 10.37, *et seq.*,
11 the Los Angeles Living Wage Ordinance (“LWO”) requires that workers employed by the City’s service
12 contractors and their subcontractors be paid a prescribed minimum level of compensation and benefits.

13 3. As set forth in the LWO itself, the LWO was enacted to address the low wages typically
14 paid to service employees who provide essential services that affect the City’s interests, leaving them with
15 “insufficient resources to afford life in Los Angeles.” L.A.A.C. § 10.37. For this reason, the LWO requires
16 that airport workers and other covered service employees be paid a prescribed minimum wage in addition
17 to other benefits.

18 4. Host operates multiple restaurants and other concessions at LAX. In return for the
19 significant profits and other advantages gained from City contracts allowing Host to operate at LAX, Host
20 is required to comply with the LWO’s requirements to pay its employees at least a minimum living wage.
21 Despite these requirements, Host failed to pay Plaintiffs and similarly situated employees the minimum
22 living wages for airport workers required by the LWO, even in the face of multiple complaints from
23 employees.

24 5. In March and April 2020, in response to the economic downturn caused by the COVID-19
25 pandemic, Host laid off a number of its LAX employees, including Plaintiffs. Even though California
26 Labor Code § 201 requires employers “immediately” to pay employees all wages they are owed upon
27 separation from employment, Host failed to pay Plaintiffs and similarly situated employees the wages
28 owed to them under the LWO. Host also failed to pay out accrued vacation time in violation of California

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1 law. Host intentionally and knowingly withheld timely payment of these wages even though Plaintiffs and
2 their similarly situated coworkers needed their earned wages in the midst of a global pandemic to pay for
3 rent, groceries, medical bills and other necessities of life.

4 6. Plaintiffs bring this class action on behalf of themselves and similarly situated employees
5 to recover the wages owed, and for penalties that result from Host's failure to make timely wage payments
6 to Plaintiffs and class members in violation of California law. Defendants' violations were knowing and
7 intentional, and constitute unfair business practices which have deprived their employees of their rights
8 under California labor laws and regulations in order to reduce their payroll costs and increase profits.

9 **JURISDICTION AND VENUE**

10 7. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this class
11 action for recovery of unpaid wages and penalties under the LWO, Labor Code §§ 201-203, 226, 227.3,
12 218.5, Business and Professions Code § 17200 *et seq.*, and Wage Order 5-2001. This Court has personal
13 jurisdiction over the parties because, at all times relevant herein, Plaintiffs have been California residents
14 and performed work for Defendants in California, and Defendants have conducted business and
15 committed the unlawful acts alleged herein in California. This class action is brought pursuant to
16 California Code of Civil Procedure § 382. This case falls within the Court's unlimited jurisdiction because
17 the amount in controversy exceeds \$25,000.

18 8. Venue is proper in this Court because, at all times relevant herein, Defendants have
19 maintained a place of business in Los Angeles County, employed Plaintiffs in Los Angeles County,
20 entered into and performed work pursuant to contracts in Los Angeles County, and committed the
21 unlawful acts alleged herein in Los Angeles County. The relief requested is within the jurisdiction of this
22 Court.

23 **THE PARTIES**

24 9. Plaintiff Debra Lewis is, and at all relevant times was, a competent adult residing in
25 Los Angeles County, California. From approximately 1985 through April 2020, when Host terminated her
26 employment, Ms. Lewis worked for Host as an hourly non-exempt employee. Most recently, Ms. Lewis
27 worked for Host at LAX in Terminal 6 as a server in Point the Way Café by Golden Road.

28 10. Plaintiff Marlene Mendoza is, and at all relevant times was, a competent adult residing in

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1 Los Angeles County, California. From approximately 1988 through March 2020, when Host terminated
2 her employment, Ms. Mendoza worked for Host as an hourly non-exempt employee. Most recently, Ms.
3 Mendoza worked for Host at LAX in Terminal 6 as a server in Point the Way Café by Golden Road.

4 11. Plaintiff Lotus Perez-Silva is, and at all relevant times was, a competent adult residing in
5 Los Angeles County, California. From approximately July 1989 to March 2020, when Host terminated
6 her employment, Ms. Perez-Silva worked for Host, most recently at LAX in Terminal 4 as a server at
7 Campanile.

8 12. Defendant Host International, Inc., is a corporation doing business in California and is a
9 “person” as defined by California Labor Code § 18 and by California Business and Professions Code §
10 17201. Host is an “employer” as that term is used in the California Labor Code and Wage Order 5-2001.

11 13. During the relevant statutory period, Host has operated as a food and beverage
12 concessionaire within LAX pursuant to service contracts with the City of Los Angeles.

13 14. Defendants have employed Plaintiffs within the State of California and Named Plaintiffs
14 are “employees” as defined in Wage Order 5-2001. Plaintiffs have been employed as hourly non-exempt
15 employees at restaurants located within LAX.

16 15. Plaintiffs bring this action individually and on behalf of the following class of individuals
17 (“putative class members”): All current and former hourly non-exempt employees of Defendant Host
18 International, Inc., who worked at LAX at any time during the period beginning four years prior to the
19 filing of the complaint through the date of judgment in this action.

20 16. Plaintiffs will seek to certify three subclasses: (1) a “Minimum Wage Subclass,” comprised
21 of employees who were paid less than the minimum wage under the Los Angeles Living Wage Ordinance;
22 (2) a “Vacation Time Subclass,” comprised of employees who were separated from employment but not
23 paid their accrued vacation time in violation of Labor Code § 227.3; and (3) a “Waiting Time Penalties
24 Subclass,” comprised of employees who were laid off in March and April 2020 and were not timely paid
25 their final wages and/or or accrued vacation pay in violation of Labor Code §§ 201-203.

26 17. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein
27 as Does 1 through 20, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs
28 will amend this Complaint to allege Doe Defendants’ true names and capacities when ascertained.

1 18. Plaintiffs are informed and believe and thereupon allege that, at all relevant times,
2 Defendants and each of them, directly or indirectly, or through an agent or any other person, employed
3 and/or exercised control over the wages, hours, and/or working conditions of Plaintiffs and putative class
4 members, and that Defendants and each of them were the joint employers of Plaintiffs and putative class
5 members and/or alter egos of each other.

6 **FACTUAL ALLEGATIONS**

7 19. Defendant Host is a food and beverage services company. Host is headquartered in
8 Bethesda, Maryland, and operates as a concessionaire at LAX. Under the terms of Host's concessions
9 contracts with Los Angeles World Airports ("LAWA"), the City department that owns and operates LAX,
10 Host operates restaurants and retail establishments throughout LAX.

11 20. During the relevant statutory period, Host has employed Plaintiffs and putative class
12 members as hourly non-exempt employees at Host's LAX restaurants and retail establishments. Plaintiffs
13 and putative class members worked as servers, cooks, hosts, baristas, retail sales associates, bartenders,
14 and other related positions.

15 21. Under the terms of its contracts with LAWA, Host is required to pay Plaintiffs and putative
16 class members at rates that meet the minimum requirements set by the LWO. During the relevant statutory
17 period, Host paid Plaintiffs and members of the Minimum Wage Subclass less than the minimum amounts
18 required by the LWO.

19 22. Between July 1, 2017, and June 30, 2018, the LWO set a minimum wage rate of no less than
20 \$12.08 for all airport employees at LAX. (LWO Sec. 10.37.2(2)(i)(a))

21 23. Despite the LWO's minimum wage of \$12.08 between July 1, 2017, and June 30, 2018,
22 Host paid Plaintiffs and members of the Minimum Wage Subclass only \$12.00 per hour between
23 approximately July 1, 2017, and October 1, 2018.

24 24. Between July 1, 2018, and July 1, 2019, the LWO set a minimum wage rate of no less than
25 \$13.75 per hour for all airport employees at LAX. (LWO Sec. 10.37.2(2)(i)(b))

26 25. Despite the requirements of the LWO, Host paid Plaintiffs and members of the Minimum
27 Wage Subclass an hourly wage rate of only \$13.25 between approximately July 1, 2018, and June 30, 2019.

28 26. Host's failure to pay the minimum wage under the LWO was willful because Host knew of

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1 its obligations under the LWO and deliberately failed to comply with its provisions.

2 27. In March and April 2020, Host began laying off its employees, including Plaintiffs and
3 putative class members, in response to the economic downturn caused by the COVID-19 pandemic.

4 28. Labor Code §§ 201-202 impose timely payment provisions requiring employers to pay all
5 earned wages to discharged employees immediately upon their separation from employment. Labor Code
6 § 227.3 similarly requires employers to pay out accrued vacation time to all employees who are discharged.
7 Despite these requirements, when Host laid off employees, it did not immediately pay them for accrued
8 vacation time or for the unpaid wages employees were owed as a result of Host's failure to comply with
9 the LWO. As of the filing of this Complaint, Plaintiffs still have not received the final wages they are owed.

10 29. Although Host termed its March and April 2020 layoffs as a "furlough," use of this term
11 does not permit employers to avoid their obligations under the Labor Code to pay final wages and accrued
12 vacation wages in a timely manner. Host required laid-off employees to return their security badges; did
13 not provide laid off employees with a return-to-work date; and failed to put them back to work in a timely
14 manner. Plaintiffs and putative class members performed no work for Host and did not receive any pay
15 between the dates of the layoffs in March and April 2020 and October 2020.

16 30. In approximately August 2020, Host sent a letter to many putative class members informing
17 them that they were being permanently laid off if they were not recalled by October 15, 2020.

18 31. In addition to Host's unlawful pay practices, Host has also failed to keep accurate records
19 as required by California law. Labor Code § 226(a) requires that an employer shall, at the time of each
20 payment of wages, provide each employee with an accurate itemized statement showing, *inter alia*, gross
21 and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at
22 each hourly rate. Similar requirements are imposed under Wage Order 5, § 7(A)(4)-(5).

23 32. At all times relevant to this action, because Host failed to pay Plaintiffs and similarly
24 situated class members the correct wage rates required by the LWO, Host consistently failed to provide
25 Plaintiffs and putative class members with accurate itemized statements showing the correct wage rates
26 and wages earned under Labor Code §§ 226(a) and Wage Order 5, § 7(A).

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1 **CLASS ALLEGATIONS**

2 33. Plaintiffs bring this case as a class action on behalf of themselves and all others similarly
3 situated pursuant to Code of Civil Procedure § 382. The Class that Plaintiffs seek to represent is defined as
4 follows: All current and former hourly non-exempt employees of Defendant Host International, Inc., who
5 worked at LAX at any time during the period beginning four years prior to the filing of the complaint
6 through the date of judgment in this action.

7 34. Plaintiffs will seek to certify three subclasses: (1) a “Minimum Wage Subclass,” comprised
8 of employees who were paid less than the minimum wage under the Los Angeles Living Wage Ordinance;
9 (2) a “Vacation Time Subclass,” comprised of employees who were separated from employment but not
10 paid their accrued vacation time in violation of Labor Code § 227.3; and (3) a “Waiting Time Penalties
11 Subclass,” comprised of employees who were laid off in March and April 2020 and were not timely paid
12 their final wages and/or or accrued vacation pay in violation of Labor Code §§ 201-203.

13 35. Numerosity. The proposed Class consists of more than 900 members. The Minimum Wage
14 Subclass is comprised of approximately 85 members. The Vacation Time Subclass and the Waiting Time
15 Penalties Subclass consist of approximately 820 members each. These proposed classes are so numerous
16 that joinder of all such persons is impracticable and the disposition of their claims as a class will benefit
17 the parties and the Court.

18 36. Common Questions of Law and Fact. There is a well-defined community of interest among
19 putative class members because Defendants’ unlawful pay practices have affected them in the same
20 manner. Common questions of fact and law include the following:

- 21 a. Whether Defendants violated the LWO by failing to pay Plaintiffs and putative class
22 members the required minimum wage for each hour worked;
- 23 b. Whether Defendants violated Labor Code § 227.3 by failing to pay Plaintiffs and
24 putative class members for vested vacation time at their final wage rates when
25 Defendants terminated their employment in March or April 2020;
- 26 c. Whether Defendants failed to provide accurate itemized wage statements in accordance
27 with the requirements of applicable California law;
- 28 d. Whether Defendants failed to timely pay all wages due at the time of separation from

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1 employment in accordance with applicable California law;

2 e. Whether Defendants' practices constituted unlawful or unfair business practices under
3 California's Unfair Competition Law; and

4 f. What relief is necessary to remedy Defendants' unfair and unlawful conduct as herein
5 alleged.

6 37. Typicality. Plaintiffs' claims are typical of the claims of putative class members because
7 their claims arise out of the same course of conduct and are based on the same legal theories as the claims
8 of the putative class members. Like putative class members, Plaintiffs were subject to Defendants' failure
9 to pay the required minimum wages for each hour worked, maintain accurate records, provide complete
10 and accurate itemized wage statements, and to pay all wages due at the time of separation from
11 employment, as required by California law.

12 38. Adequacy. Plaintiffs are proper representatives of the proposed class because they will fairly
13 and adequately represent and protect the interests of all putative class members and because there are no
14 known conflicts of interest between Plaintiffs and any putative class members.

15 39. Predominance and Superiority. The prosecution of separate actions by individual members
16 of the proposed class would create a risk of inconsistent and/or varying adjudications with respect to the
17 individual members of the class, establishing incompatible standards of conduct for Defendants, and
18 resulting in the impairment of putative class members' rights and the disposition of their interests through
19 actions to which they are not parties. This action is manageable as a class action because, compared with
20 other methods such as intervention or the consolidation of individual actions, a class action is more fair
21 and efficient. Common issues predominate because all of the Plaintiffs' claims arise out of Defendants'
22 unlawful pay practices, which are uniform across the class. A class action is superior to other available
23 methods for the fair and efficient adjudication of this controversy because the putative class members have
24 little or no interest in individually controlling the prosecution of separate actions and individualized
25 litigation would increase the delay and expense to all parties and the court system. Furthermore, it is
26 desirable to concentrate the litigation of the claims in this Court because the practices and procedures
27 complained of occurred within this Court's jurisdiction.

28 40. Adequacy of Counsel. Named Plaintiffs have retained attorneys who are competent and

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1 experienced in class action litigation and they intend to prosecute this action vigorously. The interests of
2 putative class members will be fairly and adequately protected by Plaintiffs and their counsel.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE CITY OF LOS ANGELES LIVING WAGE ORDINANCE**

5 (Los Angeles Administrative Code Sec. 10.37, *et seq.*)

6 (By Plaintiffs and the Minimum Wage Subclass Against All Defendants)

7 41. Plaintiffs, on behalf of themselves and members of the Minimum Wage Subclass, reallege
8 and incorporate by reference all previous paragraphs as though fully set forth herein.

9 42. The LWO requires employers within the scope of its coverage to pay employees a minimum
10 hourly wage prescribed by the City of Los Angeles for each hour worked. Section 10.37.6(a) of the LWO
11 creates a private right of action for employees to recover unpaid minimum wages.

12 43. Host is an “employer” covered by the LWO because it entered into service contracts with
13 the City to provide services at LAX, and/or was a subcontractor of entities who entered service contracts
14 with the City. The service contracts explicitly require Host to comply with all provisions of the LWO,
15 including the requirement to pay “airport employees” a prescribed minimum wage.

16 44. During the statutory period, Defendants paid Plaintiffs and members of the Minimum Wage
17 Subclass at rates that fell below the minimum wage for “airport employees” prescribed by the LWO in
18 Section 10.37.2(a)(2).

19 45. Section 10.37.6(a)(4) of the LWO provides that employees shall recover three times the
20 amount of unpaid wages for willful violations of an employer’s obligation to pay the minimum wage.
21 Defendants’ failure to pay Plaintiffs and members of the Minimum Wage Subclass the minimum wage
22 required by the LWO was willful and they accordingly owe treble unpaid wages for these violations.

23 46. Plaintiffs and the Minimum Wage Subclass are entitled to reasonable attorneys’ fees and
24 costs under Section 10.37.6(b) of the LWO.

25 47. Plaintiffs and members of the Minimum Wage Subclass seek to recover interest on all
26 unpaid wages due.

27 WHEREFORE, Plaintiffs pray for judgment as set forth below.

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1 **SECOND CAUSE OF ACTION**

2 FAILURE TO PAY VESTED VACATION TIME UPON TERMINATION

3 (Lab. Code § 227.3)

4 (By Plaintiffs and Members of the Vacation Time Subclass Against All Defendants)

5 48. Plaintiffs, on behalf of themselves and members of the Vacation Time Subclass, reallege
6 and incorporate by reference all previous paragraphs as though fully set forth herein.

7 49. Labor Code § 227.3 requires that whenever a contract of employment provides for paid
8 vacations, and an employee is terminated without having taken off his vested vacation time, all vested
9 vacation shall be paid as wages at his final rate in accordance with the contract.

10 50. Plaintiffs and members of the Vacation Time Subclass accrued vested vacation pay under a
11 collective bargaining agreement, which qualifies as a “contract of employment” for purposes of Labor
12 Code § 227.3.

13 51. Defendants terminated the employment of Plaintiffs and members of the Vacation Time
14 Subclass, but failed to pay their vested vacation pay upon their separation from employment.

15 52. Plaintiffs and members of the Vacation Time Subclass are entitled to reasonable attorneys’
16 fees and costs under Labor Code § 218.5.

17 53. Plaintiffs and members of the Vacation Time Subclass further seek to recover interest on all
18 unpaid wages due.

19 WHEREFORE, Plaintiffs pray for judgment as set forth below.

20 **THIRD CAUSE OF ACTION**

21 FAILURE TO PAY ALL WAGES DUE AT THE TIME OF SEPARATION FROM EMPLOYMENT

22 (Lab. Code §§ 201-203)

23 (By Plaintiffs and Members of the Waiting Time Penalties Subclass Against All Defendants)

24 54. Plaintiffs, on behalf of themselves and members of the Waiting Time Penalties Subclass,
25 reallege and incorporate by reference all previous paragraphs as though fully set forth herein

26 55. Labor Code § 201 requires an employer who discharges an employee, including through a
27 layoff, to pay all compensation due and owing to the employee “immediately” upon the employee’s
28 separation from employment. Labor Code § 202 requires that an employer promptly pay all wages earned

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1 and unpaid within 72 hours after an employee resigns from employment.

2 56. California Labor Code § 203 provides that if an employer willfully fails to pay all wages
3 due promptly upon discharge, the employer shall be liable for waiting time penalties in the form of
4 continued compensation for up to 30 days.

5 57. By failing to compensate Plaintiffs and members of the Minimum Wage Subclass at rates
6 required by the LWO, and by failing to pay Plaintiffs and members of the Vacation Time Subclass their
7 earned vacation wages promptly upon discharge, Defendants have willfully failed to make timely payment
8 of full wages due to their employees who have separated from employment in violation of Labor Code §§
9 201-202.

10 58. As a consequence of Defendants' willful failure to timely pay all wages due, Plaintiffs and
11 members of the Waiting Time Penalties Subclass are entitled to up to a maximum of 30 days' wages
12 pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

13 WHEREFORE, Plaintiffs pray for judgment as set forth below.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 (Lab. Code §§ 226, IWC Wage Order 5 § 7(B))

17 (By Plaintiffs and Putative Class Members Against All Defendants)

18 59. Plaintiffs, on behalf of themselves and putative class members, reallege and incorporate by
19 reference all previous paragraphs as though fully set forth herein.

20 60. California Labor Code § 226(a) states that every employer shall, semi-monthly or at the
21 time of each payment of wages, furnish each of his or her employees an accurate itemized statement in
22 writing showing substantial detailed information, including but not limited to, gross and net wages earned,
23 total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each
24 hourly rate. IWC Wage Order 5 § 7(B) similarly requires employers semimonthly or at the time of each
25 payment of wages to furnish to each employee an accurate itemized statement in writing. These required
26 disclosures of information are essential to enable employees to determine whether they have been paid in
27 compliance with the law.

28 61. Defendants' policies and practices of failing to pay wages in conformity with the

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1 requirements of the LWO necessarily meant that the itemized wage statements of Plaintiffs and putative
2 class members failed to contained the information required by Labor Code § 226(a) because they failed to
3 reflect the proper wage rates and wages earned.

4 62. Labor Code § 226(e) provides that an employee who suffers injury as a result of a knowing
5 and intentional failure by an employer to comply with § 226(a) may recover the greater of actual damages
6 or the penalties designated by statute of \$50 for the initial pay period in which a violation occurs and \$100
7 per employee for each violation in a subsequent pay period up to an aggregate penalty of \$4,000.

8 63. As a result of Defendants' knowing and intentional failure to comply with the provisions of
9 Labor Code §§ 226(a)(1), Defendants deprived Plaintiffs and putative class members of wage information
10 and wages entitled to them by law. This establishes injury under Labor Code § 226(e)(2).

11 64. As a result of Defendants' knowing and intentional violations, Plaintiffs and putative class
12 members seek statutory penalties under Labor Code § 226(a) in amounts not to exceed \$4,000 for each pay
13 period in which they were provided with inaccurate wage statements.

14 **FIFTH CAUSE OF ACTION**

15 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

16 (Business and Professions Code §§ 17200, *et seq.*)

17 65. Plaintiffs, on behalf of themselves and putative class members, reallege and incorporate by
18 reference all previous paragraphs as though fully set forth herein.

19 66. California Business and Professions Code §§ 17200 *et seq.* prohibits unfair competition in
20 the form of any unlawful, unfair, deceptive, or fraudulent business practice

21 67. Defendants have engaged in unfair and unlawful business practices in violation of California
22 Business & Professions Code §17200, *et seq.*, by engaging in the unlawful conduct alleged above, including
23 but not limited to: failing to pay employees the minimum wages required by the LWO; failing to pay vested
24 vacation wages to employees who are separated from employment; failing to comply with the Labor Code's
25 timely payment provisions; and failing to provide accurate itemized wage statements required by California
26 Labor Code §§ 226(a) and Wage Order 5.

27 68. Plaintiffs are informed and believe, and based upon such information and belief, allege that
28 by engaging in the unfair and unlawful business practices complained of above, Defendants were able to

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1 lower their labor costs and thereby obtain a competitive advantage over law abiding employers with which
2 they compete, in violation of California Business & Professions Code § 17200, *et seq.*, and California
3 Labor Code § 90.5(a), which set forth the public policy of California to enforce minimum labor standards
4 vigorously to ensure that employees are not required or permitted to work under substandard and unlawful
5 conditions and to protect law abiding employers and their employees from competitors that lower their
6 costs by failing to comply with minimum labor standards.

7 69. Business and Professions Code § 17203 provides that the Court may restore to any person
8 in interest any money or property which may have been acquired by means of such unfair competition and
9 to which those persons have an ownership interest. Plaintiffs and putative class members are entitled to
10 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages unlawfully
11 withheld from them.

12 70. To prevent Defendants from profiting and benefiting from their wrongful and illegal acts, it
13 is appropriate and necessary to enter an order requiring Defendants to restore Plaintiffs and putative class
14 members monies that are owed.

15 71. Plaintiffs herein take upon themselves enforcement of these laws and lawful claims. There
16 is a financial burden incurred in pursuing this action and it would be against the interest of justice to
17 penalize Plaintiffs by forcing them to pay attorneys' fees from the recovery in this action. The enforcement
18 of the state wage and hours laws will confer a public benefit as the failure to provide appropriate wages for
19 all hours worked are actions that violate the state's public policy of wage and rest protections for
20 employees. Therefore, attorneys' fees are appropriate pursuant to California Code of Civil Procedure §
21 1021.5, as well as the LWO, Labor Code §§ 218.5, 226, and any other applicable statute.

22 **PRAYER FOR RELIEF**

23 Plaintiffs pray for relief as follows:

- 24 1. For an order certifying this action as a class action;
- 25 2. For an order designating Plaintiffs as class representatives;
- 26 3. For an order designating Plaintiffs' counsel of record as class counsel;

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1 4. For an award of all unpaid wages due to Plaintiffs and putative class members during the
2 statutory period as defined by the Court at the time of certification pursuant to the LWO and Labor Code
3 § 227.3;

4 5. For an award of treble damages pursuant to the LWO for knowingly and intentionally failing
5 to pay the required minimum wages;

6 6. For an award of statutory penalties pursuant to California Labor Code § 226(e);

7 7. For an award of waiting time penalties pursuant to California Labor Code § 203;

8 8. For an order to pay restitution to Plaintiff and putative class members as a result of
9 Defendants' unlawful activities, pursuant to Business Professions Code §17203;

10 9. For an award of disgorgement of profits and all other appropriate equitable relief, as
11 authorized by California Business and Professions Code §17203;

12 10. Prejudgment and postjudgment interest on all sums awarded under California Labor Code §
13 218.6 and any other applicable provisions;

14 11. For an award of reasonable attorneys' fees, costs and interest thereon pursuant to the LWO,
15 California Labor Code §§ 218.5, 226, California Code of Civil Procedure § 1021.5, and any other
16 applicable provision; and

17 12. For such other and further relief as the Court may deem proper and just.

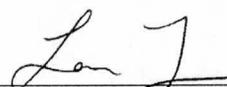
18
19 Dated: October 13, 2020

Respectfully submitted,

20 **TEUKOLSKY LAW**
21 A Professional Corporation

22 **GILBERT & SACKMAN**
23 A Law Corporation

24 **JEREMY BLASI**

25 By: 
26 Lauren Teukolsky
27 Attorneys for Plaintiffs
28

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DEMAND FOR JURY TRIAL

Plaintiffs Debra Lewis, Marlene Mendoza, and Lotus Perez-Silva hereby request a jury trial on all claims so triable.

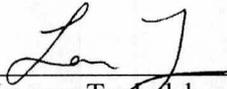
Dated: October 13, 2020

Respectfully submitted,

TEUKOLSKY LAW
A Professional Corporation

GILBERT & SACKMAN
A Law Corporation

JEREMY BLASI

By: 

Lauren Teukolsky
Attorneys for Plaintiffs

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