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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 23 2020

BY Andrea Garcia
ANDREA GARCIA, DEPUTY

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VIRGIE FLORES, as individuals and on
behalf of others similarly situated,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a Delaware
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.

CIV DS 2013065

Assigned to Honorable

CLASS ACTION CLAIMS

COMPLAINT FOR:

1. CLAIM FOR FAILURE TO PAY
OVERTIME (LAB. CODE §§
1194, 510, 1198, IWC WAGE
ORDERS 4, 7, 9 § 3)
2. CLAIM FOR FAILURE TO PAY
MINIMUM WAGE (LAB. CODE
§ 1194)
3. CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)
4. CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS (LAB. CODE §
226(a))

5. CLAIM FOR FAILURE TO PROVIDE MEAL BREAKS (IWC WAGE ORDERS 4, 7, 9, SECTION 11)
6. CLAIM FOR FAILURE TO PROVIDE UNINTERRUPTED REST PERIODS (LAB. CODE § 226.7)
7. CLAIM FOR UNLAWFUL DISCOUNT AND DEDUCTIONS OF ENTITLED WAGES (CAL. LAB. CODE §§ 212 AND 213)
8. CLAIM FOR UNLAWFUL DISCOUNT AND DEDUCTIONS OF ENTITLED WAGES (CAL. LAB. CODE §§ 221 AND 224)
9. CLAIM FOR UNLAWFUL SECRET DISCOUNT OF ENTITLED WAGES (CAL. LAB. CODE § 223)
10. UNLAWFUL BUSINESS PRACTICES UNDER (BUS. AND PROF. CODE, § 17200, ET SEQ.)

[JURY DEMAND]

1 Plaintiff Virgie Flores (“Plaintiff” or “Ms. Flores”) make the following allegations
2 against Defendant Home Depot, U.S.A., Inc. (referred to herein as “Defendant”, “Defendants”
3 “HD”), and DOES 1-50 (collectively referred to throughout herein as “Defendants”):

4 **INTRODUCTION**

5 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
6 referred to herein as “Class Members” or “Subclass Members”) employed by Defendant and,
7 DOES 1-50 in California from the date four years prior to the filing of this Complaint through
8 the date of trial in this action.

9 2. In this action, Plaintiff, on behalf of herself and all Class Members, Subclass Members
10 seek unpaid overtime wages, minimum wages, unlawful deductions, wage statement penalties,
11 for unreimbursed business expenses and wages upon termination. Statutory penalties,
12 restitution, declaratory and injunctive relief, attorneys’ fees and costs, prejudgment interest and
13 other relief under California Industrial Welfare Commission (I.W.C.) Wage Order 4-2001, 8
14 Cal. Code of Reg. section 11050 (“Wage Order 4-2001”), Wage Order 7-2001, 8 Cal. Code of
15 Reg. section 11050 (“Wage Order 7-2001”), Wage Order 9-2001, 8 Cal. Code of Reg. section
16 11050 (“Wage Order 9-2001”), California Labor Code (Labor Code”) sections 201, 202, 203,
17 204, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1174
18 1182.12, 1194, 1197, 1197.1, 1198, 2699.5, 2802, California Code of Civil Procedure section
19 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
20 California common law.

21 3. The “Class Period” is designated as the time from four years prior to the filing of this
22 Complaint through the trial of this action based upon the allegation that the violations of the
23 Labor Code and UCL, as described more fully below, have been ongoing since at least four
24 years prior to the date of the instant Complaint in this action and are continuing.

25 4. During the Class Period, Defendant had a consistent policy and/or practice of (1) failing
26 to compensate such Class Members and Subclass Members with overtime hours at the
27 appropriate rates; (2) failing to compensate Class Members and Subclass Members with
28 minimum wages; (3) unlawfully deducting and discounting wages from Class Members and

Subclass Members; (4) failing to issue accurate itemized wage statements; (5) failing to pay all wages timely upon termination, resignation or end of employment; (6) failure to reimburse for all necessary business expenses.

5. Accordingly, Defendant violated UCL, with the violations of the California wage and hour laws described above.

GENERAL ALLEGATIONS

Parties and Venue.

6. Plaintiff, is, and at all relevant times was, a citizen and resident in the County of San Bernardino, in the State of California.

7. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant HD is a Delaware corporation doing business in the State of California with a principal place of business located at 2455 Paces Ferry Road, Atlanta, Georgia, 30339.

9. In light of the facts that the wrongful acts of this defendant occurred and the causes against them arose in San Bernardino County, State of California, jurisdiction and venue is proper in San Bernardino County.

Doe Allegations.

10. Plaintiffs do not presently know the true names and capacities of defendant named as Doe1 through Doe 50, inclusive. Plaintiffs will amend this complaint, setting forth the true names and capacities of these fictitious defendants, when they are ascertained. Plaintiffs are informed and believes and on that basis alleges that each of the fictitious defendants have participated in the acts alleged in this complaint to have been done by the named defendants.

Vicarious Liability.

11. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint venturer, partner, and/or employee of every other defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership, and/or employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is informed and believes and thereon alleges that each defendant has authorized and/or ratified the wrongful activities of each of the remaining defendants.

1 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

2 12. Defendant is a retail business that sales home improvement products among other
3 products and services.

4 13. Plaintiff, Class Members and Subclass Members worked for Defendant as non-exempt
5 employees in California.

6 14. Plaintiff, Class Members and Subclass Members worked as a non-exempt employee
7 for Defendant. During this employment a majority of Plaintiff's, Class Members and Subclass
8 Members work involved customer service, stocking, training cashiers and cashiering. On March
9 5, 2020, Plaintiff's employment ended at Defendant and Defendant was not paid her final wages
10 including her vacation time wages at that time. Instead, Defendant paid Plaintiff in the form of a
11 payroll card that required the incurrence of charges and expenses that should not have been
12 incurred by Plaintiff as an employee reduced Plaintiff's wages that she was entitled to in which
13 she lawfully earned.

14 **Defendant Failed to Compensate Plaintiff, Class Members and Subclass Members for**
15 **Minimum Wages and Overtime Wages and Unlawfully Deducted, Discounted and Secretly**
16 **Lowred Entitled Overtime and Minimum Wages**

17 15. Defendant had an agreement with a payroll service provider for the issuance of payroll
18 cards to Plaintiff, Class Members, Subclass Members and similarly situated employees that
19 required Plaintiff and these employees to incur a fee in order to access their full wages.
20 Furthermore. Plaintiff and other similarly situated employees would not be able to withdraw their
21 entire wages in one transaction via an ATM because ATM's only disburse cash in limited
22 denominations and do not dispense exact change. Moreover, Plaintiff and other similarly situated
23 employees had to abide by business hours of a specific bank chain and had limited locations with
24 limited business hours that created additional obstacles and hurdles to access their entire wages
25 without discount and without delay. Finally, when Plaintiff and other similarly situated
26 employees used their paycard they would incur a fee for each transaction, including even to
27 withdrawal their wages at an ATM.

1 16. Moreover, Defendant provided Plaintiff, Class Members, Subclass Members and
2 similarly situated employees with payroll debit cards as payment of their wages. Under this
3 payroll debit card program, other aggrieved employees were assessed various fees in connection
4 with their use of the payroll debit cards. Plaintiff, Class Members, Subclass Members and
5 similarly situated employees were required to pay per-transaction fees. ATM fees, in-person
6 teller fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged
7 to other aggrieved employees resulted in a discount of their wages. Defendant's payroll debit
8 card program, which resulted in a discount of wages to employees, is tantamount to taking
9 deductions from other aggrieved employees' paychecks without their written authorization and
10 therefore constitutes an unlawful deduction of wages.

11 17. Moreover, during the relevant time period, Defendant willfully and systemically issued
12 payroll debit cards to Plaintiff, Class Members, Subclass Members and similarly situated
13 employees that discounted their wages by charging various fees in connection with the use of the
14 payroll debit cards. Defendant payroll debit card program resulted in the payment of less than
15 statutorily-required wages to other aggrieved employees. In doing so, Defendant acted with the
16 intent to deprive Plaintiff, Class Members, Subclass Members and similarly situated employees
17 of statutory wages, including but not limited to, overtime wages and minimum wages to which
18 they were entitled to under California law. Thus, Defendant paid Plaintiff, Class Members,
19 Subclass Members and similarly situated employees lower wages than those they were entitled to
20 while purporting that Plaintiff, Class Members, Subclass Members and similarly situated
21 employees were properly paid.

22 **Defendant Failed to Provide Accurate Wage Statements to Plaintiffs, Class Members and**
23 **Subclass Members**

24 18. Defendant knowingly and intentionally provided Plaintiff, Class Members and Subclass
25 Members with uniform incomplete and inaccurate wage statements. Defendant failed to list gross
26 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect
27 during the pay period, including overtime rates of pay, and the corresponding number of hours
28 worked at each hourly rate. Defendant failed to record the time Plaintiff, Class Members and

Subclass Members for unlawful deduction, secret discounts and list the correct amount of gross wages, net wages, total number of hours worked and the applicable hourly rates of pay in effect during the pay period and corresponding number of hours worked as each hourly rate.

Defendants also failed to allow the Plaintiff, Class and Subclass to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, Class and Subclass.

Defendant Did Not Provide Meal and Rest Breaks

11. Typically, Plaintiff would work above 8 hour work shifts at Defendant. During these work shifts, Plaintiff would be required to do many tasks such as servicing customers. During these shifts it would be very busy where he would not be able or permitted to take his entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break at a reasonably practicable time during his shift when she worked more than a five, six, ten and twelve hour shift. Defendants would not compensate Plaintiff for all of her missed meal breaks or rest periods throughout his employment. The wages for the missed meal breaks and rest periods that should have been paid his premium wages. Moreover, Defendants had a policy, pattern or practice of requiring, encouraging and/or pressuring its employees to take late, short, interrupted, on-premises, on-call or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late or interrupted, meal breaks or rest periods throughout their employment nor were they paid all of premium wages for the missed, short, late or interrupted, meal breaks and rest periods that should have been paid.

Defendant Failed to Pay All Wages Upon Termination to Plaintiff, Class Members and Subclass Members

19. Defendant willfully failed to pay Plaintiff all of her wages upon resignation or within 72 hours of leaving Defendant's employ.

20. Furthermore, during the Plaintiff, the Class Members and Subclass Members

1 employment with Defendant they were entitled to be paid the correct minimum wages and
2 overtime time hours upon termination or resignation. Defendant had a policy and/or practice that
3 failed to pay Plaintiff's, the Class Members and Subclass Members all of their wages owed upon
4 termination including minimum wages, overtime hours wages that were withheld by Defendant
5 through the Plaintiff, the Class Members and Subclass Members employment.

6 **CLASS ACTION ALLEGATIONS**

7 21. This action is maintainable as a representative action pursuant to California Code of
8 Civil Procedure section 382 as to violations of Wage Order 4-2001, Wage Order 7-2001, Wage
9 Order 9-2001, Labor Codes and UCL minimum wages, overtime and double time wages, failure
10 to pay upon termination, waiting time penalties, and attorneys' fees and costs. Plaintiff is a
11 representative of other Class Members and Subclass Members and is acting on behalf of their
12 interests. The similarly situated employees are known to Defendant and are readily identifiable
13 and locatable through Defendant's own employment records. The Class and Subclasses that
14 Plaintiff seeks to represent is defined as follows:

15 22. The Class the Plaintiff seeks to represent is defined as follows:

16
17 All persons who were employed by HD as nonexempt employees, in California at
18 any time from four years prior to the date of filing of this action through the date
19 of trial (referred to herein as "Class Members").

20 23. The Subclass 1 the Plaintiff seeks to represent is defined as follows:

21 All persons who were employed by HD in California at any time from four years
22 prior to the date of filing of this action through the date of trial and subjected to
23 policies and procedures of using HD paycard or payroll debit card.

24 24. The Subclass 2 the Plaintiff seeks to represent is defined as follows:

25 All persons who were employed by HD in California at any time from three years
26 prior to the date of filing of this action through the date of trial and subjected to
27 policies and procedures of using HD paycard or payroll debit card.

28 25. The Subclass 3 the Plaintiff seeks to represent is defined as follows:

1 All persons who were employed by HD in California at any time from one year
2 prior to the date of filing of this action through the date of trial and subjected to
3 policies and procedures of using HD paycard or payroll debit card.

4 26. The Subclass 4 the Plaintiff seeks to represent is defined as follows:

5 All persons who were employed by HD in California as nonexempt employees at
6 any time from four years prior to the date of filing of this action through the date
7 of trial and subjected to policies and procedures of using HD paycard or payroll
8 debit card.

9 27. The Subclass 5 the Plaintiff seeks to represent is defined as follows:

10 All persons who were employed by HD in California as nonexempt employees at
11 any time from three years prior to the date of filing of this action through the date
12 of trial and subjected to policies and procedures of using HD paycard or payroll
13 debit card.

14 28. The Subclass 6 the Plaintiff seeks to represent is defined as follows:

15 All persons who were employed by HD in California as nonexempt employees at
16 any time from one year prior to the date of filing of this action through the date of
17 trial and subjected to policies and procedures of using HD paycard or payroll
18 debit card.

19 29. The Subclass 7 the Plaintiff seeks to represent is defined as follows:

20 All persons who were employed by HD in California as nonexempt employees at
21 any time from four years prior to the date of filing of this action through the date
22 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
23 uninterrupted meal breaks when they worked for the first 5 hours each shift and
24 not paid premium wages..

25 30. The Subclass 8 the Plaintiff seeks to represent is defined as follows:

26 All persons who were employed by HD in California as nonexempt employees at
27 any time from three years prior to the date of filing of this action through the date
28 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
uninterrupted meal breaks when they worked for the first 5 hours each shift and
not paid premium wages..

31. The Subclass 9 the Plaintiff seeks to represent is defined as follows:

All persons who were employed by HD in California as nonexempt employees at
any time from one year prior to the date of filing of this action through the date of

1 trial and subjected to short, on-premises, late, interrupted, or no 30-minute
2 uninterrupted meal breaks when they worked for the first 5 hours each shift and
not paid premium wages..

3 32. The Subclass 10 the Plaintiff seeks to represent is defined as follows:

4 All persons who were employed by HD in California as nonexempt employees at
5 any time from four years prior to the date of filing of this action through the date
6 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
7 uninterrupted meal breaks when they worked more than 6 hours each shift and not
paid premium wages..

8 33. The Subclass 11 the Plaintiff seeks to represent is defined as follows:

9 All persons who were employed by HD in California as nonexempt employees at
10 any time from three years prior to the date of filing of this action through the date
11 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
12 uninterrupted meal breaks when they worked more than 6 hours each shift and not
paid premium wages..

13 34. The Subclass 12 the Plaintiff seeks to represent is defined as follows:

14 All persons who were employed by HD in California as nonexempt employees at
15 any time from one year prior to the date of filing of this action through the date of
16 trial and subjected to short, on-premises, late, interrupted, or no 30-minute
17 uninterrupted meal breaks when they worked more than 6 hours each shift and not
paid premium wages..

18 35. The Subclass 13 the Plaintiff seeks to represent is defined as follows:

19 All persons who were employed by HD in California as nonexempt employees at
20 any time from four years prior to the date of filing of this action through the date
21 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
22 uninterrupted meal breaks when they worked more than 10 hours each shift and
not paid premium wages..

23 36. The Subclass 14 the Plaintiff seeks to represent is defined as follows:

24 All persons who were employed by HD in California as nonexempt employees at
25 any time from three years prior to the date of filing of this action through the date
26 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
27 uninterrupted meal breaks when they worked more than 10 hours each shift and
not paid premium wages..

28 37. The Subclass 15 the Plaintiff seeks to represent is defined as follows:

1 All persons who were employed by HD in California as nonexempt employees at
2 any time from one year prior to the date of filing of this action through the date of
3 trial and subjected to short, on-premises, late, interrupted, or no 30-minute
4 uninterrupted meal breaks when they worked more than 10 hours each shift and
not paid premium wages..

5 38. The Subclass 16 the Plaintiff seeks to represent is defined as follows:

6 All persons who were employed by HD in California as nonexempt employees at
7 any time from four years prior to the date of filing of this action through the date
8 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
9 uninterrupted meal breaks when they worked more than 12 hours each shift and
not paid premium wages..

10 39. The Subclass 17 the Plaintiff seeks to represent is defined as follows:

11 All persons who were employed by HD in California as nonexempt employees at
12 any time from three years prior to the date of filing of this action through the date
13 of trial and subjected to short, on-premises, late, interrupted, or no 30-minute
14 uninterrupted meal breaks when they worked more than 12 hours each shift and
not paid premium wages..

15 40. The Subclass 18 the Plaintiff seeks to represent is defined as follows:

16 All persons who were employed by HD in California as nonexempt employees at
17 any time from one year prior to the date of filing of this action through the date of
18 trial and subjected to short, on-premises, late, interrupted, or no 30-minute
uninterrupted meal breaks when they worked more than 12 hours each shift and
not paid premium wages..

19 41. The Subclass 19 the Plaintiff seeks to represent is defined as follows:

20 All persons who were employed by HD in California as nonexempt employees at
21 any time from four years prior to the date of filing of this action through the date
22 of trial and subjected to short, on-premises, late, interrupted, or no 10-minute
23 uninterrupted rest breaks when they worked more than 4 hours or major fraction
thereof for each shift and not paid premium wages..

24 42. The Subclass 20 the Plaintiff seeks to represent is defined as follows:

25 All persons who were employed by HD in California as nonexempt employees at
26 any time from three years prior to the date of filing of this action through the date
27 of trial and subjected to short, on-premises, late, interrupted, or no 10-minute
28 uninterrupted rest breaks when they worked more than 4 hours or major fraction
thereof for each shift and not paid premium wages..

1 43. The Subclass 21 the Plaintiff seeks to represent is defined as follows:

2 All persons who were employed by HD in California as nonexempt employees at
3 any time from one year prior to the date of filing of this action through the date of
4 trial and subjected to short, on-premises, late, interrupted, or no 10-minute
5 uninterrupted rest breaks when they worked more than 4 hours or major fraction
thereof for each shift and not paid premium wages..

6 44. The Subclass 22 the Plaintiff seeks to represent is defined as follows:

7 All persons who were employed by HD in California as nonexempt employees at
8 any time from four years prior to the date of filing of this action through the date
9 of trial and subjected to short, on-premises, late, interrupted, or no 10-minute
10 uninterrupted rest breaks when they worked more than 8 hours or major fraction
thereof for each shift and not paid premium wages..

11 45. The Subclass 23 the Plaintiff seeks to represent is defined as follows:

12 All persons who were employed by HD in California as nonexempt employees at
13 any time from three years prior to the date of filing of this action through the date
14 of trial and subjected to short, on-premises, late, interrupted, or no 10-minute
15 uninterrupted rest breaks when they worked more than 8 hours or major fraction
thereof for each shift and not paid premium wages..

16 46. The Subclass 24 the Plaintiff seeks to represent is defined as follows:

17 All persons who were employed by HD in California as nonexempt employees at
18 any time from one year prior to the date of filing of this action through the date of
19 trial and subjected to short, on-premises, late, interrupted, or no 10-minute
20 uninterrupted rest breaks when they worked more than 8 hours or major fraction
thereof for each shift and not paid premium wages..

21 47. The Subclass 25 the Plaintiff seeks to represent is defined as follows:

22 All persons who were employed by HD in California as nonexempt employees at
23 any time from four years prior to the date of filing of this action through the date
24 of trial and subjected to short, on-premises, late, interrupted, or no 10-minute
25 uninterrupted rest breaks when they worked more than 12 hours or major fraction
thereof for each shift and not paid premium wages..

26 48. The Subclass 26 the Plaintiff seeks to represent is defined as follows:

27 All persons who were employed by HD in California as nonexempt employees at
28 any time from three years prior to the date of filing of this action through the date
of trial and subjected to short, on-premises, late, interrupted, or no 10-minute

uninterrupted rest breaks when they worked more than 12 hours or major fraction thereof for each shift and not paid premium wages..

49. The Subclass 27 the Plaintiff seeks to represent is defined as follows:

All persons who were employed by HD in California as nonexempt employees at any time from one year prior to the date of filing of this action through the date of trial and subjected to short, on-premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they worked more than 12 hours or major fraction thereof for each shift and not paid premium wages..

50. Subclass Members 1 through 27 shall be collectively referred to herein as (“Subclass Members”)

51. The individuals included within the alleged Class Members and Subclass Members are over one hundred (100) and is so numerous that joinder of each of them would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefits the parties, the Court, and the interests of justice.

52. Among the proposed Class Members and Subclass Members there are a well-defined community of interest in the questions of law and/or fact involved, affecting the Class Members and Subclass Members, these common questions include, but are not limited to:

- a. Whether Defendant’s failure to provide Class Members and Subclass Members with entitled correct overtime wages for all hours worked above 8 hours per day or forty hours per week violates Labor Code sections 512, 1194 and Wage Order 4-2001, Wage Order 7-2001, Wage Order 9-2001;
- b. Whether Defendant’s failure to provide formerly employed Class Members and Subclass Members with all wages due upon separation violates Labor Code sections 201-203;
- c. Whether Defendant’s failure to provide meal periods to Class Members violates Labor Code sections 512 and 226.7 and Wage Order 4-2001, Wage Order 7-2001, Wage Order 9-2001;

- 1 d. Whether Defendant's failure to provide rest periods to Class Members violates
2 Labor Code section 226.7 and Wage Order 4-2001, Wage Order 7-2001, Wage
3 Order 9-2001;
- 4 e. Whether Defendant's various violations of the Labor Code serve as predicate
5 violations of the UCL.
- 6 f. Whether Defendants' failure to provide Class Members and Subclass Members
7 with entitled minimum wages for all hours worked violates Labor Code sections
8 1194 and Wage Order 4-2001, Wage Order 7-2001, Wage Order 9-2001;
- 9 g. Whether Defendants' failure to provide Class Members and Subclass Members
10 with accurate itemized wage statements violates Labor Code section 226(a);
- 11 h. Whether Defendants' discount of wages to Class Members and Subclass Members
12 violates Labor Code sections 221 and/or 224;
- 13 i. Whether Defendants' secret discount of wages to Class Members and Subclass
14 Members violates Labor Code sections 223; and
- 15 j. Whether Defendants' deduction of wages to Class Members and Subclass
16 Members violates Labor Code sections 221 and/or 224.

17
18 53. Common questions of law and/or fact predominate over questions that affect only
19 individual Class Members and Subclass Members.

20 54. Plaintiff's claims are typical of those belonging to the members of the Class and
21 Subclass they seek to represent, and Plaintiffs can adequately represent the Class and Subclass
22 they seek to represent.

23 **FIRST CAUSE OF ACTION**

24 **(Claim For Failure to Pay Overtime Wage in Violation of Labor Code §§ 510, 1194, 1198**
25 **and IWC Wage Order 4, § 3, IWC Wage Order 7, § 3, IWC Wage Order 9, § 3 by Plaintiff,**
26 **Class Members and Subclass Members Against All Defendants and DOES 1-50)**

27 55. Plaintiff incorporates all of the allegations set forth in each of the paragraphs above
28 and below by reference as though set forth in full in this cause of action.

56. Plaintiff brings this claim on behalf of the Class Members and Subclass

1 Members.

2 57. Throughout Plaintiffs, Class Members and Subclass Members employment, they
3 worked above 8 hour daily working shifts and 40 hours per week. Defendants did not
4 compensate Plaintiffs, Class Members and Subclass Members for all entitled overtime and
5 double-time hours worked above 8 hours in a day and 40 hours per week with the correct amount
6 as it unlawfully deducted, discounted and secretly paid lowed wages than earned or entitled to.

7 58. Plaintiffs, Class Members and Subclass Members are entitled to overtime and
8 double time compensation according to proof at the time of trial under Labor Code sections 510,
9 1194 subdivision (a), 1198 enforcing, Wage Order 4, Wage Order 7, Wage Order 9. Defendant's
10 failure to pay Plaintiffs, Class Members and Subclass Members as required by the applicable
11 wage order, violates the provision of Labor Code section 1194, subdivision (a) and is therefore
12 unlawful. Defendant also violated Labor Code section 510.

13 59. Plaintiff, Class Members and Subclass Members are entitled to earnings for all hours
14 worked, including overtime and double overtime. Plaintiff is also entitled to recover the
15 statutory civil fines pursuant to Labor Code section 1194, subdivision (a). The exact amount of
16 the applicable damages is an amount to be shown according to proof at trial and within the
17 jurisdictional limits of the Court.

18 **SECOND CAUSE OF ACTION**

19 **(Claim for Failure to Pay All Wages, Including All Minimum Wages, Cal. Lab. Code**
20 **sections 204, 510, 1194, 1194.2 and 1197 and Wage Order 4-2001, Wage Order 7-2001**
21 **Wage Order 9-2001, By Plaintiff, Class Members and Subclass Members Against All**
22 **Defendants and DOES 1-50)**

23 60.Plaintiffs hereby incorporate all of the allegations set forth in each of the paragraphs
24 above and below by reference as though set forth in full in this cause of action.

25 61.Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
26 Members.

27 62.Defendants were required to compensate Plaintiffs, Class Members and Subclass
28 Members for all hours worked pursuant to California Labor Code sections 510 and 1194 and
Industrial Welfare Commission Wage Order 4-2001 Section 3, Wage Order 7-2001 Section 3,
Wage Order 9-2001 Section 3. Defendants failed to do so as it unlawfully deducted, discounted

1 and secretly paid lowed wages than earned or entitled to. Plaintiff, Class Members and Subclass
2 Members are entitled to minimum wages and civil penalties as a consequence of this failure.

3 63. Defendants were required to pay Plaintiffs, Class Members and Subclass Members for all
4 of the minimum wages they are entitled to pursuant to California Labor Code sections 510 and
5 1194 and Industrial Welfare Commission Wage Order 7-2001 Section 3. Defendants failed to do
6 so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed
7 wages as a consequence of this failure.

8 64. As a direct result of Defendants' violations alleged herein, Plaintiffs, Class Members and
9 Subclass Members have suffered and continues to suffer substantial losses related to the use and
10 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
11 in seeking to compel Defendants to fully perform its obligation under state law, all to their
12 respective damage in amounts according to proof at trial and within the jurisdictional limitations
13 of this Court.

14 65. As a result of the violations alleged herein, Plaintiffs, Class Members and Subclass
15 Members seeks all civil penalties and unpaid wages available pursuant to the Labor Code and
16 Wage Order 4-2001, Wage Order 7-2001, Wage Order 9-2001 including an award of interest on
17 the unpaid wages plus reasonable attorney's fees and costs and civil penalties. The exact amount
18 of the applicable penalties is an amount to be shown according to proof at trial.

19 **THIRD CAUSE OF ACTION**

20 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
21 **Plaintiff, Class Members and Subclass Members Against All Defendants and DOES 1-50)**

22 66. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
23 above and below by reference as though set forth in full in this cause of action.

24 67. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any
25 wages owed to an employee who is either discharged or quits.

26 68. Plaintiff brings this claim on behalf of the Class Members and Subclass
27 Members.

28 69. Defendant failed to pay Plaintiffs, Class Members and Subclass Members who are no

1 longer employed by Defendant's compensation due upon termination as required by California
2 Labor Code section 201 and 202 as a result of failing to pay Plaintiffs, Class Members and
3 Subclass Members the correct amount as it failed to as it unlawfully deducted, discounted and
4 secretly paid lowed wages than earned or entitled to. Furthermore, Defendants failed to
5 compensate Plaintiffs, Class Members and Subclass Members with premium wages for rest
6 breaks and meal breaks. As a result, Defendant is liable to Plaintiff, former employee Class
7 Members and Subclass Members waiting time penalties provided under California Labor Code
8 section 203, plus reasonable attorney's fees and costs of suit. At the time of Plaintiff's
9 termination and former Class Members and Subclass Members, Plaintiffs, Class Members and
10 Subclass Members were owed wages for Defendant's failure to compensate them for overtime
11 and double time including, but not limited to their correct overtime and double times rates for all
12 overtime and double-time hours worked in violation of Labor Code section 203.

13 70. Plaintiff, on behalf of itself, Class Members and Subclass Members, also request relief
14 as described below.

15 71. The exact amount of the applicable damages is an amount to be shown according to
16 proof at trial and within the jurisdictional limits of the Court.

FOURTH CAUSE OF ACTION

17 **(For Failure to Furnish Accurate Itemized Wage Statements in Violation of Lab. Code §**
18 **226 By Plaintiff, Class Members and Subclass Members Against All Defendants and DOES**
19 **1-50)**

20 72. Plaintiffs, Class Members and Subclass Members hereby incorporates all of the
21 allegations set forth in each of the paragraphs above and below by reference as though set forth
22 in full in this cause of action.

23 73. Plaintiffs bring this claim on behalf of themselves, Class Members and Subclass
24 Members.

25 74. Throughout the Class Period, Defendant failed to comply with Labor Code 226(a) by
26 failing to provide wage statements and failing to provide the wage statements of Plaintiff, Class
27 Members and Subclass Members did not accurately reflect each employee's applicable total
28 hours worked, net wages earned, gross wages earned and actual applicable wage rate all in
violation of California Labor Code Section 226(a), specifically sections 1-9.

1 75. Due to the fact that Defendants excluded the hours' worth of work that should have been
2 reflected on their wage statements for due to unlawful deduction, secret payment of lower wages
3 and unlawful discount of wages. Defendants violated California Labor Code Section 226(a),
4 specifically sections 1-9. Defendants also failed to allow the Plaintiff, Class and Subclass to
5 retain the right to elect to receive a written paper stub or record or provide those whom are
6 provided with electronic wage statements the opportunity to easily access the information and
7 convert the electronic statements into hard copies at no expenses to the Plaintiff, Class and
8 Subclass. Therefore, Plaintiff's, Class Members' and Subclass Members' wage statements did
9 not accurately reflect the total hours worked, net wages earned, gross wages earned, accurately
10 depict deductions that should have been taken out and actual applicable wage rate corresponding
11 with the total hours worked as a result of the unlawful deduction of wages associated with the
12 expenses for payroll paycards and as well as failing to comply with Labor Code 226(a)

13 76. As a direct result of Defendants' intentional violations alleged herein, Plaintiffs, Class
14 Members and Subclass Members have suffered and continues to suffer substantial losses related
15 to the use and enjoyment of such wages, including lost interest on such monies and expenses and
16 attorney's fees in seeking to compel Defendants to fully perform their obligation under state law,
17 all to their respective damage in amounts according to proof at trial and within the jurisdictional
18 limitations of this Court. The exact amount of the applicable civil penalties is an amount to be
19 shown according to proof at trial and an award of reasonable attorney's fees and costs.

20 **FIFTH CAUSE OF ACTION**

21 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order 4-2001,**
22 **Wage Order 7-2001 Wage Order 9-2001 by Plaintiff and Class and Subclass Against All**
23 **Defendants and DOES 1-50)**

24 12. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
25 above and below by reference as though set forth in full in this cause of action.

26 13. Plaintiff brings this claim on behalf of himself, and the Class Members and Subclass.

27 14. Defendants were required to authorize and permit Plaintiff and Class and Subclass
28 Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage
Order 4-2001 Section 11(A), Industrial Welfare Commission Wage Order 7-2001 Section 11(A),

1 Industrial Welfare Commission Wage Order 9-2001 Section 11(A). Defendants failed to do so by
2 not allowing such uninterrupted meal breaks. Plaintiff and Class Members are entitled to
3 premium wages and civil penalties as a consequence of this failure.

4 15. Defendants were required to pay the Plaintiff and Class and Subclass Members
5 employees one (1) hour of pay at their regular rate of compensation for each workday that the
6 legally compliant meal breaks are not provided, pursuant to Industrial Welfare Commission
7 Wage Order 4-2001 Section 11(B), Industrial Welfare Commission Wage Order 7-2001 Section
8 11(B), Industrial Welfare Commission Wage Order 9-2001 Section 11(B). It failed to do so.
9 Plaintiff and Class and Subclass Members are entitled to civil penalties and owed wages as a
10 consequence of this failure.

11 16. As a direct result of Defendant violations alleged herein, Plaintiff and Class and Subclass
12 Members have suffered and continues to suffer substantial losses related to the use and
13 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
14 in seeking to compel Defendant to fully perform its obligation under state law, all to their
15 respective damage in amounts according to proof at trial and within the jurisdictional limitations
16 of this Court.

17 17. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
18 available pursuant to the Labor Code and Wage Order 4, Wage Order 7, Wage Order 9, and an
19 award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an
20 amount to be shown according to proof at trial.

21 **SIXTH CAUSE OF ACTION**

22 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 Wage Order 4-2001, Wage**
23 **Order 7-2001 Wage Order 9-2001 by Plaintiff and Class and Subclass Against All**
24 **Defendants and DOES 1-50)**

25 18. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
26 above and below by reference as though set forth in full in this cause of action.

27 19. Plaintiff brings this claim on behalf of himself and the Class and Subclass Members.

28 20. Defendants were required to authorize and permit employees to take uninterrupted rest
periods pursuant to Industrial Welfare Commission Wage Order 4-2001 Section 12(A), Wage

Order 7-2001 Section 12(A), Wage Order 9-2001 Section 12(A). It failed to do so by not allowing such uninterrupted rest periods. Plaintiff and Class and Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

21. Defendant was required to pay the employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant rest period is not provided, pursuant to Industrial Welfare Commission Wage Order 4-2001 Section 12(B), Wage Order 7-2001 Section 12(B), Wage Order 9-2001 Section 12(B). Defendant failed to do so by not allowing such interrupted rest periods. Plaintiff is entitled to civil penalties as a consequence of this failure.

22. As a direct result of Defendant's violations alleged herein, Plaintiff and Class and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendant's to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

23. As a result of the violations alleged herein, Plaintiff and Class and Subclass Members seek all civil penalties and owed wages available pursuant to the Labor Code and Wage Orders 5, and an award of reasonable attorney's fees and costs.

SEVENTH CAUSE OF ACTION

(Claim For Failure to Unlawful Discount and Deduction of Entitled Wages In Violation of Lab. Code §§ 212 and 213 By Plaintiff, Class Member and Subclass Members Against All Defendants and DOES 1-50)

77.Plaintiffs hereby incorporates all of the allegations set for in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

78.Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass Members.

79.Plaintiff, Class Members and Subclass Members were non-exempt employees of Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members were subject to unlawful deductions of their entitled wages during the course of the class period

1 and employment with Defendant. Defendant maintained an agreement with a payroll service
2 provider for the issuance of payroll cards to employees to Plaintiff, Class Members and Subclass
3 Members to discharge its wage payment obligations to its employees. Under Defendant's payroll
4 debit card program, employees could use their payroll cards to (1) make purchases using the
5 card; (2) make ATM withdrawals; or (3) make teller-assisted withdrawals. Under Defendant's
6 payroll debit program, employees did not have easy access to the entirety of their wages without
7 incurring a fee. Plaintiff, Class Members and Subclass Members were not able to withdraw their
8 entire wages in one transaction via an ATM because ATM's only disburse cash in limited
9 denominations and do not dispense exact change. While obtaining a teller-assisted withdrawal
10 may have been another option available to employees, other aggrieved employees had to abide
11 by the business hours of a specific bank chain, which had limited locations. Defendant's payroll
12 debit card program presented a number of obstacles and hurdles that combined, made it difficult
13 for Plaintiff, Class Members and Subclass Members to access their entire wages without discount
14 and without delay. Furthermore, Plaintiff, Class Members and Subclass Members were assessed
15 various fees in connection with their use of the payroll debit cards including but not limited to
16 per-transaction fees, ATM fees, in-person teller fees, and/or other fees to obtain and/or spend
17 their earned and due wages. The fees charged resulted in a discount and deduction of wages.

18 80. At all times herein mentioned Defendant was subject to Labor Code §§ 212 and 213
19 which makes deducting or discounting an employees' wages unlawful.

20 81. As a proximate result of Defendant's policies in violation of Labor Code §§ 212 and 213,
21 Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be shown
22 according to proof at the time of trial.

23 82. Plaintiff is entitled to expenses, attorney's fees, interest, and costs of suit.

24 **EIGHTH CAUSE OF ACTION**
25 **(Claim For Failure to Unlawful Discount and Deduction of Entitled Wages In Violation of**
26 **Lab. Code §§ 221 and 224 By Plaintiff, Class Member and Subclass Members Against All**
Defendants and DOES 1-50)

27 83. Plaintiffs hereby incorporates all of the allegations set for in each of the paragraphs above
28 and below by reference as though set forth in full in this cause of action.

1 84.Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
2 Members.

3 85.Plaintiff, Class Members and Subclass Members were non-exempt employees of
4 Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members
5 were subject to unlawful deductions of their entitled wages during the course of the class period
6 and employment with Defendant. Defendant maintained an agreement with a payroll service
7 provider for the issuance of payroll cards to employees to Plaintiff, Class Members and Subclass
8 Members to discharge its wage payment obligations to its employees. Under Defendant's payroll
9 debit card program, employees could use their payroll cards to (1) make purchases using the
10 card; (2) make ATM withdrawals; or (3) make teller-assisted withdrawals. Under Defendant's
11 payroll debit program, employees did not have easy access to the entirety of their wages without
12 incurring a fee. Plaintiff, Class Members and Subclass Members were not able to withdraw their
13 entire wages in one transaction via an ATM because ATM's only disburse cash in limited
14 denominations and do not dispense exact change. While obtaining a teller-assisted withdrawal
15 may have been another option available to employees, other aggrieved employees had to abide
16 by the business hours of a specific bank chain, which had limited locations. Defendant's payroll
17 debit card program presented a number of obstacles and hurdles that combined, made it difficult
18 for Plaintiff, Class Members and Subclass Members to access their entire wages without discount
19 and without delay. Furthermore, Plaintiff, Class Members and Subclass Members were assessed
20 various fees in connection with their use of the payroll debit cards including but not limited to
21 per-transaction fees, ATM fees, in-person teller fees, and/or other fees to obtain and/or spend
22 their earned and due wages. The fees charged resulted in a discount and deduction of wages.

23 86.At all times herein mentioned Defendant was subject to Labor Code §§ 221 and 224
24 which makes deducting or discounting an employees' wages unlawful.

25 87.As a proximate result of Defendant's policies in violation of Labor Code §§ 221 and 224,
26 Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be shown
27 according to proof at the time of trial.

28 88.Plaintiff is entitled to expenses, attorney's fees. interest, and costs of suit.

1 **NINTH CAUSE OF ACTION**

2 **(Claim For Failure to Secretly Discount Entitled Wages In Violation of Lab. Code § 223 By**
3 **Plaintiff, Class Member and Subclass Members Against All Defendants and DOES 1-50)**

4 89.Plaintiffs hereby incorporates all of the allegations set for in each of the paragraphs above
5 and below by reference as though set forth in full in this cause of action.

6 90.Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
7 Members.

8 91.Plaintiff, Class Members and Subclass Members were non-exempt employees of Express.
9 In the course of their employment, Plaintiff, Class Members and Subclass Members were subject
10 to unlawful deductions of their entitled wages during the course of the class period and
11 employment with Express. Express maintained an agreement with a payroll service provider for
12 the issuance of payroll cards to employees to Plaintiffs, Class Members and Subclass Members
13 to discharge its wage payment obligations to its employees. Under Express' payroll debit card
14 program, employees could use their payroll cards to (1) make purchases using the card; (2) make
15 ATM withdrawals; or (3) make teller-assisted withdrawals. Under this Express payroll debit
16 program, employees did not have easy access to the entirety of their wages without incurring a
17 fee. Plaintiffs, Class Members and Subclass Members were not able to withdraw their entire
18 wages in one transaction via an ATM because ATM's only disburse cash in limited
19 denominations and do not dispense exact change. While obtaining a teller-assisted withdrawal
20 may have been another option available to employees under Express' payroll card program, other
21 aggrieved employees had to abide by the business hours of a specific bank chain, which had
22 limited locations. Express' payroll debit card program presented a number of obstacles and
23 hurdles that combined, made it difficult for Plaintiffs, Class Members and Subclass Members to
24 access their entire wages without discount and without delay. Furthermore, Plaintiffs, Class
25 Members and Subclass Members were assessed various fees in connection with their use of the
26 payroll debit cards including but not limited to per-transaction fees, ATM fees, in-person teller
27 fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged
28 resulted in a discount and deduction of wages.

1 92. At all times herein mentioned Express was subject to Labor Code § 223 which makes
2 secretly discounting an employees' wages unlawful.

3 93. As a proximate result of Express' policies in violation of Labor Code § 223, Plaintiff,
4 Class Members and Subclass Members suffered damages in sums, which will be shown
5 according to proof at the time of trial.

6 94. Plaintiff is entitled to expenses, attorney's fees, interest, and costs of suit.

7 **TENTH CAUSE OF ACTION**

8 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**

9 **By Plaintiff, Class Members and Subclass Members Against All Defendants and DOES 1-
10 50)**

11 95. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs
12 above and below by reference as though set forth in full in this cause of action.

13 96. Plaintiff brings this claim on behalf of herself and the Class Members and Subclass
14 Members.

15 97. Business & Professions Code section 17200 states "As used in this chapter, unfair
16 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
17 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
18 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
19 Code."

20 98. Through Defendant's conduct during the applicable statutory period including, but not
21 limited to, the conduct alleged herein, including that alleged on information and belief, the
22 Defendant has engaged in business practices in California by practicing, employing, and
23 utilizing, the employment practices outlined in the preceding paragraphs all in violation of
24 California law and the applicable Industrial Welfare Commission Wage Order. Defendant's use
25 of such practices constitutes an unfair business practice, unfair competition, and provides as
26 unfair advantage over Defendant's competitors doing business in the State of California that
27 comply with their obligations to properly provide employment conditions in compliance with the
28 law and pay employees for all earned wages and compensation as required by law.

99. Defendant's violations of the California Civil Code, Labor Code and the applicable

1 Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful
2 business practices because these actions were done in a systematic manner over a period of time
3 to the detriment of Plaintiffs, Class Members and Subclass Members. The acts complained of
4 herein occurred within the last four (4) years preceding the filing of this complaint and include,
5 but are not limited to, failure to (i) failure to pay California employees at the proper overtime
6 wages and minimum wages; (ii) failed to pay wages upon termination as a result of failing to pay
7 California employees at the proper overtime wages and minimum wages; (iii) failing to
8 compensate Class Members and Subclass Members with minimum wages; (iv) unlawfully
9 deducting and discounting wages from Class Members and Subclass Members; (v) failing to
10 issue accurate itemized wage statements; (vi) failing to pay all wages timely upon termination,
11 resignation or end of employment.. Plaintiff is informed and believes and on that basis alleges
12 that, at all times herein mentioned, Defendant engaged in the above-mentioned acts of unlawful,
13 deceptive, and unfair business practices prohibited by California Business and Professions Code
14 sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving
15 Plaintiff of the minimum working condition standards and conditions due, including those under
16 Labor Code and Wage Order.

17 100. As a result of Defendant's unfair competition as alleged herein, Plaintiff, Class
18 Members and Subclass Members have suffered injury in fact and lost money or property.
19 Plaintiffs, Class Members and Subclass Members have been deprived of the rights to accurate
20 and itemized wage statements, wages and benefits due including those as alleged herein.

21 101. Pursuant to California Business & Professions Code section 17203, Plaintiff is
22 entitled to
23 seek restitution of all wages and other monies owed on behalf of themselves and Class members
24 and Subclass members belonging to them, including interest thereon, which Defendant's
25 wrongfully withheld from them and retained for itself by means of its unlawful and unfair
26 business practices.

27 102. Plaintiff is entitled to an injunction and other declaratory and equitable relief against
28

1 such practices to prevent future damage for which there is no adequate remedy at law, and to
2 avoid a multiplicity of lawsuits.

3 103. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
4 alleged herein is continuing and there is no indication that Defendant's will not continue such
5 activity into the future. Plaintiff alleges that if Defendant's are not enjoined from the conduct set
6 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
7 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

8 104. As a direct and proximate result of Defendant's conduct, Defendants have received
9 and will continue to receive monies that rightfully belong to members of the general public who
10 have been adversely affected by Defendant's conduct, as well as to Plaintiff by virtue of any
11 unpaid wages and other monies or penalties associated therewith.

12 105. Plaintiffs, Class Members and Subclass Members are entitled and seeks any and all
13 available remedies including but not limited to restitution and recovery of reasonable attorney's
14 fees and costs pursuant to California Code of Civil Procedure section 1021.5, Business and
15 Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund
16 doctrine.

17 18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
20 Subclass Members, prays for judgment against Defendant as follows:

- 21 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
22 Section 382, on behalf of the proposed class;
- 23 B. Class notice to all Class Members and Subclass Members who worked for Defendant
24 from four years prior to the filing of the original Complaint through the trial of this
25 action;
- 26 C. Plaintiff be appointed as the representative of the Class;
- 27 D. Plaintiff be appointed as the representative of Subclass Members;
- 28 E. Counsel for Plaintiff be appointed as counsel for the Class and Subclass Members;

- 1 F. The Court declare that, as to former employee Class Members and Subclass
2 Members, Defendant have violated California Labor Code section 201-203 for willful
3 failure to pay compensation at the time of termination of employment, resulting in
4 unpaid waiting time penalties;
- 5 G. The Court declare that, as to former employee Class Members and Subclass
6 Members, Defendant have violated California Labor Code sections 510, 1194, Wage
7 Order 4-2001, Wage Order 7-2001 and Wage Order 9-2001 by failing to compensate
8 the Class Members and Subclass Members their proper overtime rates;
- 9 H. The Court declare that, as to former employee Class Members and Subclass
10 Members, Defendant have violated California Labor Code sections 1194 and Wage
11 Order 4-2001, Wage Order 7-2001 and Wage Order 9-2001 by failing to compensate
12 the Class Members and Subclass Members their proper minimum wage rates;
- 13 I. The Court declare that, as to former employee Class Members and Subclass
14 Members, Defendant have violated California Labor Code sections 226(a) by failing
15 to issue accurate itemized wage statements;
- 16 J. The Court declare that, as to former employee Class Members and Subclass
17 Members, Defendant have violated California Labor Code sections 212, 213, 221,
18 223 and/or 224 by requiring Class Members and Subclass Members to use a payroll
19 debit card and incur fees to use their wage earnings; and
20

21 **First Cause of Action:**

- 22 1. For an award of damages to Class Members and Subclass Members pursuant to
23 Labor Code sections 510 and 1194.
- 24 2. The exact amount of the applicable damages is an amount to be shown according to proof at
25 trial and within the jurisdictional limits of the Court.
- 26 3. An award to Class Representative Plaintiff Class Members and Subclass Members of
27 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5,
28 California Labor Code section 218.5, 1194, 510 and/or other applicable law.

1
2 **Second Cause of Action:**

3 4. For an award for the Class Members and Subclass Members for owed wages and penalties,
4 plus interest pursuant to Labor Code section 1194.

5 5. The exact amount of the applicable damages is an amount to be shown according to proof at
6 trial and within the jurisdictional limits of the Court.

7 6. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
8 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
9 and California Labor Code sections 203, 218.5, 226, 226.7 and/or other applicable law.

10
11
12 **Third Cause of Action:**

13 7. For an award for the Class Members and Subclass Members for owed wages and penalties,
14 plus, interest pursuant to Labor Code section 203.

15 8. The exact amount of the applicable damages is an amount to be shown according to proof at
16 trial and within the jurisdictional limits of the Court.

17 9. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
18 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
19 and California Labor Code sections 203, 218.5, 226, 226.7 and/or other applicable law.

20
21 **Fourth Cause of Action:**

22 10. For an award for the Class Members and Subclass Members for owed wages and penalties,
23 plus interest pursuant to Labor Code section 226(a).

24 11. The exact amount of the applicable damages is an amount to be shown according to proof at
25 trial and within the jurisdictional limits of the Court.

26 12. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
27 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
28 and California Labor Code sections 203, 218.5, 226, 226.7 and/or other applicable law.

1
2 **Fifth Cause of Action:**

3 13. For an award of damages to Plaintiff and the Class Members pursuant to Labor
4 Code section 226.7 (c).

5 14. The exact amount of the applicable damages is an amount to be shown according to proof at
6 trial and within the jurisdictional limits of the Court.

7 15. An award to Class Representative Plaintiff, and the Class Members of reasonable
8 attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California
9 226, 226.7 and/or other applicable law.

10
11 **Sixth Cause of Action:**

12 16. For an award for the Plaintiff and Class Members for owed wages and penalties,
13 plus interest pursuant to Labor Code section 203.

14 17. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.

16 18. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and
17 19. California Code of Civil Procedure 1021.5.

18
19 **Seventh Cause of Action:**

20 20. For an award for the Class Members and Subclass Members for owed wages,
21 reimbursements of expenses and penalties, plus interest pursuant to Labor Code sections 212,
22 and 213;

23 21. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 22. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
26 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
27 and California Labor Code sections 203, 212, 213, 218.5, 226, 226.7 and/or other applicable law
28

1 **Eighth Cause of Action:**

2 23. For an award for the Class Members and Subclass Members for owed wages,
3 reimbursements of expenses and penalties, plus interest pursuant to Labor Code sections 221 and
4 224;

5 24. The exact amount of the applicable damages is an amount to be shown according to proof at
6 trial and within the jurisdictional limits of the Court.

7 25. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
8 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
9 and California Labor Code sections 203, 218.5, 221, 224, 226, 226.7 and/or other applicable law
10

11 **Ninth Cause of Action:**

12 26. For an award for the Class Members and Subclass Members for owed wages,
13 reimbursements of expenses and penalties, plus interest pursuant to Labor Code sections 223;

14 27. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.

16 28. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
17 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
18 and California Labor Code sections 203, 212, 213, 218.5, 223, 226, 226.7 and/or other applicable
19 law
20

21 **Tenth Cause of Action:**

22 29. For a temporary restraining order, a preliminary injunction, and a permanent injunction
23 enjoining Defendant and its agents, servants and employees, and all persons acting under, in
24 concert with, or for Defendant from engaging in the unlawful, unfair, and fraudulent acts and
25 business practices described in Paragraphs 75 through 85 above;

26 30. For restitution, lost wages and penalties therewith;

27 31. For pre-judgment and post-judgment interest to the extent permitted by law;

28 32. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution

1 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
2 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
3 33. For such other relief as the Court deems just and proper.
4

5 **As to All Causes of Action:**

6 34. For reasonable attorneys' fees and costs incurred
7 35. Interest accrued to date under the California Labor Code, including under Sections 226.7;
8 36. For such other and further relief as this Court may deem just and proper.
9
10
11
12

13 Dated: June 19, 2020

Jackson Law, APC

14 By:/s/ Armond M. Jackson
15 Armond M. Jackson
16 Attorneys for Plaintiff Virgie Flores
17

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff Virgie Flores demands a jury trial in the above captioned matter.

20 Dated: June 19, 2020

Jackson Law, APC

21 By: /s/ Armond M. Jackson
22 Armond M. Jackson
23 Attorneys for Plaintiff Virgie Flores
24
25
26
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28