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20 **SUPERIOR COURT OF CALIFORNIA**

21 **COUNTY OF LOS ANGELES**

22 VALENTIN LOPEZ, an individual, on behalf of
23 himself and others similarly situated,

24 Plaintiff,

25 vs.

26 NEW STAR F INC. d/b/a NORTHERN CAFE,
27 a California corporation; JIANG & YAN
28 CORPORATION, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

NOV 09 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *Dejane Wortham*, Deputy
Dejane Wortham

Case No. 20STCV04625

Assigned for All Purposes to:
Hon. Ann I. Jones
Dept. 11

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods or
Compensation in Lieu Thereof;
4. Failure to Permit Rest Periods or Provide
Compensation in Lieu Thereof;
5. Failure to Provide Accurate Itemized
Wage Statements;
6. Waiting Time Penalties;
7. Violation of the Unfair Competition Law;
and
8. Enforcement of the Private Attorneys
General Act of 2004.

DEMAND FOR JURY TRIAL

1 Plaintiff VALENTIN LOPEZ (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, hereby brings this Second Amended Class and Representative Action Complaint (“SAC”)
3 against Defendants NEW STAR F INC. d/b/a NORTHERN CAFE, a California corporation, JIANG
4 & YAN CORPORATION, a California corporation, and DOES 1 through 50, inclusive (collectively,
5 “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure section
8 382 against Defendants, on behalf of himself individually and a putative class of California citizens
9 who are and were employed by Defendants as non-exempt employees throughout California during
10 the Class Period (collectively the “Class” or “Class Members”). The term Class Period is defined as
11 four years prior to the filing of this action to the date of class certification.

12 2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code
13 sections 2698 *et seq.*, against Defendants, on behalf of himself individually and other aggrieved
14 employees who are and were employed by Defendants as non-exempt employees throughout
15 California during the PAGA Period. The term PAGA Period is defined as one year prior to Plaintiff’s
16 notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
17 Defendants until judgment.

18 3. Defendants own and operate restaurants and do business as Northern Cafe throughout
19 California.

20 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
21 violations under the Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and
22 Business and Professions Code that have damaged Plaintiff and Class Members, and contribute to
23 Defendants’ deliberate unfair competition.

24 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
25 and continue to violate state wage and hour laws by, among other things:

- 26 (a) failing to pay all wages (including minimum, regular, overtime, and double time
27 wages);
- 28 (b) failing to provide lawful meal periods or compensation in lieu thereof;

- 1 (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
2 (d) failing to provide accurate itemized wage statements; and
3 (e) failing to pay all wages due upon separation of employment.

4 6. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
5 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys'
6 fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 210, 226, 226.7, 510, 512,
7 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699(g)(1) and Code of Civil
8 Procedure section 1021.5.

9 **JURISDICTION AND VENUE**

10 7. This is a class action pursuant to Code of Civil Procedure section 382 and
11 representative action pursuant to Labor Code sections 2698 *et. seq.* ("PAGA"). The monetary
12 damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal
13 jurisdictional limits of the Superior Court and will be established according to proof at trial.

14 8. This Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those
16 given by statutes to other courts. The statutes under which this action is brought do not specify any
17 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
18 seeks relief authorized by California law.

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

23 10. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5
24 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
25 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
26 county.

27 **PARTIES**

28 11. Plaintiff is a California citizen and resides in Los Angeles County, California.

1 Defendants employed Plaintiff as a non-exempt employee during the Class Period. Plaintiff was
2 employed by Defendants during the relevant time period.

3 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendant
4 NEW STAR F INC. is and was a California corporation, doing business as “NORTHERN CAFÉ”
5 (“New Star”) with its principal executive office located at 10965 Weyburn Avenue in Los Angeles,
6 which is also the location of one of several Northern Cafe restaurants. Plaintiff is informed and
7 believes, and thereon alleges that New Star regularly conducts business within the State of California
8 and derives substantial revenues from services performed in California. Plaintiff is informed, believes
9 and thereon alleges that Hao Jiang is New Star’s President, Chief Executive Officer and agent for
10 service of process, and serves as a director of the company. Plaintiff is informed, believes and thereon
11 alleges that Jerry Yan is New Star’s Secretary, serves as a director, and manages non-exempt
12 employees working at the Northern Cafe restaurant located at 10965 Weyburn Avenue, including
13 Plaintiff and other class members.

14 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendant
15 JIANG & YAN CORPORATION (“Jiang & Yan”) was and is a California corporation with its
16 principal executive office located at 1064 Gayley Avenue in Westwood, which is also the location of
17 one of several Northern Cafe restaurants. Defendant Jiang & Yan regularly conducts business within
18 the State of California and derives substantial revenues from services performed in California. Plaintiff
19 is informed, believes and thereon alleges that Jerry Yan is Jiang & Yan’s President, Chief Executive
20 Officer and agent for service of process, and serves as a director. Plaintiff is informed, believes and
21 thereon alleges that Hao Jiang is Jiang & Yan’s Chief Financial Officer.

22 14. Plaintiff is informed, believes and based thereon alleges that New Star and Jiang & Yan
23 (collectively “Defendants”) are and were joint employers of Plaintiff and the Class Members.

24 15. Plaintiff is informed, believes and based thereon alleges that Defendants jointly
25 exercised control over the wages, hours, and/or working conditions of Plaintiff and the class members.

26 16. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
27 Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff
28 will seek leave of court to amend this SAC and serve such fictitiously named Defendants when their

1 names and capacities are ascertained.

2 17. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
3 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
4 times.

5 18. Plaintiff is informed and believes, and thereon alleges that at all relevant times,
6 Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose non-
7 exempt employees were and are engaged throughout this county and the State of California.

8 19. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in
9 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
10 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
11 attributable to the other defendant. Furthermore, defendants in all respects acted as the employer
12 and/or joint employer of Plaintiff and the class members.

13 20. Plaintiff is informed and believes, and thereon alleges, that each Defendant was a
14 parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of
15 Defendants, and each related entity, and was acting with the knowledge and authorization of each
16 of the other Defendants. Plaintiff is informed and believes, and thereon alleges, that each of the
17 Defendants received the benefit of, or was in some way responsible for one or more of the wrongful
18 acts and omissions and some portion of the damages alleged herein.

19 21. Plaintiff is informed and believes, and thereon alleges, that Defendants, each and all
20 of them, at all times material hereto, were the joint employers, parent companies, successor
21 companies, predecessors in interest, affiliates, agents, employees, servants, joint ventures, directors,
22 fiduciaries, representatives, and/or co-conspirators of each other. Defendants, unless otherwise
23 alleged, at all times material hereto, performed all acts and omissions alleged herein within the
24 course and scope of said relationship, and are a proximate cause of Plaintiff's and class members'
25 damages as herein alleged.

26 22. Plaintiff is informed and believes, and thereon alleges, that there exists a unity of
27 interest in ownership among the Defendants, such that any individuality and separateness among
28 the corporate entities does not exist, as Defendants are alter egos.

1 23. At all relevant times herein, Defendants were agents of each other and acting within
2 the course and scope of their agency.

3 24. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, the named Defendants and each of them, were acting as the agent and/or employee of each
5 remaining defendant, and were acting within the course and scope of said principal-agency and/or
6 employment relationship, and directed, authorized and/or ratified the conduct set forth in detail
7 herein. Plaintiff is further informed and believes, and thereon alleges, that each of the named
8 Defendants is responsible in some manner for the occurrences herein alleged herein and that
9 Plaintiff's and the class members' damages, as alleged herein, were proximately caused by such
10 Defendants, and each of them.

11 25. Plaintiff is informed and believes, and thereon alleges, that Defendants were, at all
12 times pertinent hereto, joint employers of the named Plaintiff and other members of the Class, as
13 they exercised joint control over and/or right to assign, place and/or supervise the class members'
14 work or working conditions, maintained joint authority to hire and fire employees, supervised and
15 controlled employee work schedules and employment conditions, determined rate and method of
16 payment, and/or jointly maintained employment records.

17 26. Plaintiff is informed and believes, and thereon alleges, that at all times relative
18 hereto, Plaintiff and the class members performed work that simultaneously benefitted Defendants.

19 27. Plaintiff is informed and believes, and thereon alleges, that at all times pertinent
20 hereto, there existed an arrangement between Defendants to share the employees' services, and each
21 Defendant acted, either directly or indirectly, in the interest of their fellow Defendants in relation to
22 the employment of Plaintiff and the class members.

23 28. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
24 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1
25 through 50, acting as the agent or alter ego for the other, with legal authority to act on the other's
26 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
27 policy of Defendants.

28 29. At all relevant times, Defendants, and each of them, acted within the scope of such

1 agency or employment, or ratified each and every act or omission complained of herein. At all
2 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and
3 all the other Defendants in proximately causing the damages herein alleged.

4 30. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
5 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
6 and transactions alleged herein.

7 **CLASS ALLEGATIONS**

8 31. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
9 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
10 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
11 the Class Period.

12 32. Plaintiff's proposed Class consists of and is defined as follows:

13 Class

14 All California citizens currently or formerly employed by Defendants as non-exempt
15 employees in the State of California within four years prior to the filing of this action
16 to the date of class certification.

17 33. Plaintiff also seeks to certify the following Subclass:

18 Waiting Time Subclass

19 All Class Members who separated from their employment with Defendants at any time
20 within three years prior to the filing of this action to the date of class certification
21 ("Subclass" or "Waiting Time Subclass").

22 34. Members of the Class and Subclass described above will be collectively referred to as
23 "Class Members."

24 35. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
25 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
26 investigation, discovery, and specific theories of liability.

27 36. There is a well-defined community of interest in this litigation and the proposed Class
28 and Subclass are readily ascertainable.

1 37. **Commonality:** This action has been brought and may properly be maintained as a class
2 action under the Code of Civil Procedure section 382 because there are common questions of law and
3 fact as to the Class Members that predominate over any questions affecting only individual members
4 including, but not limited to, the following:

- 5 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
6 regular, overtime, and double time wages) for all hours worked;
- 7 (b) Whether Defendants paid Plaintiff and Class Members their overtime and double time
8 hours worked at their regular rate of pay and whether they were paid overtime and
9 double time wages;
- 10 (c) Whether Defendants required Plaintiff and Class Members to work off-the-clock
11 without compensation;
- 12 (d) Whether Defendants rounded Plaintiff's and Class Members' time worked to
13 Defendants' advantage;
- 14 (e) Whether Defendants failed to provide timely, uninterrupted, off-duty meal periods to
15 Plaintiff and Class Members, or required Plaintiff and Class Members to work through
16 their meal periods without compensation in lieu thereof;
- 17 (f) Whether Defendants failed to permit timely, uninterrupted, off-duty rest breaks for
18 every four hours or major fraction thereof worked by Plaintiff and Class Members, or
19 required Plaintiff and Class Members to work through their rest breaks without
20 compensation in lieu thereof;
- 21 (g) Whether Defendants failed to provide Plaintiff and Class Members with accurate
22 itemized wage statements;
- 23 (h) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
24 due immediately upon termination or within 72 hours of resignation;
- 25 (i) Whether Defendants' conduct was willful or reckless; and
- 26 (j) Whether Defendants engaged in unfair business practices in violation of Business and
27 Professions Code sections 17200, *et seq.*

28 38. This action is brought, and may properly be maintained, as a class action pursuant to

1 California Code of Civil Procedure section 382 because there is a well-defined community of interest
2 in the litigation, and the proposed class is easily ascertainable. Further, Plaintiff and Class Members
3 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
4 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
5 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
6 and Class Members accordingly. In addition, answers to common questions raised in this SAC will
7 advance resolution of each individual Class Member's claims.

8 **39. Numerosity:** The Class Members are so numerous that joinder of all members is
9 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
10 time, on information and belief, the class is estimated to be greater than 100 individuals.

11 **40. Ascertainability:** The identities of the Class Members are readily ascertainable by
12 inspection of Defendants' employment and payroll records.

13 **41. Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
14 Class Members because Defendants' failure to comply with the provisions of California's wage and
15 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
16 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
17 are caused by Defendants' common course of conduct as alleged herein.

18 **42. Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
19 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
20 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
21 proposed class counsel, are competent and experienced in litigating large employment class actions
22 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
23 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
24 that have been and will be necessarily expended for the prosecution of this action for the substantial
25 benefit of the Class Members.

26 **43. Superiority:** The nature of this action makes use of class action adjudication superior
27 to other methods. A class action will achieve economies of time, effort, and expense as compared with
28 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in

the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

44. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the SAC with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

45. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' restaurants within California. Defendants employed Plaintiff in a non-exempt position during his employment and continue to employ non-exempt employees within California.

46. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

48. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum wages and wages at their regular rate of pay and that they were not receiving minimum and regular wages for all work that was required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not paid at least minimum wages when Defendants required them to clock out for their shifts and continue working, adjusted their time punches to reflect less hours worked, and rounded their hours worked to Defendants' advantage.

1 49. **Unpaid Overtime:** Plaintiff is informed and believes, and thereon alleges, that
2 Defendants knew or should have known that Plaintiff and Class Members were entitled to overtime
3 compensation for all hours worked in excess of eight (8) in a workday and/or 40 in a workweek, and
4 double time for all hours worked in excess of 12 in a workday and/or in excess of eight (8) hours on
5 the seventh consecutive day of work in a workweek. In violation of the Labor Code and IWC Wage
6 Orders, Plaintiff and Class Members were not paid at their lawful overtime and double time rate for
7 all overtime and double time hours worked. Specifically, Defendants paid Plaintiff and Class Members
8 only straight time wages for hours worked in excess of eight in a workday and/or forty in a workweek,
9 and/or failed to pay any wages for such hours worked. In addition, Defendants required Plaintiff and
10 Class Members to work off-the-clock without compensation, adjusted their time punches to reflect
11 less hours worked, and rounded their time worked to Defendants' advantage.

12 50. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
13 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
14 timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
15 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.
16 In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive
17 compliant meal periods due to Defendants' failure to adopt and implement a policy authorizing a
18 second 30 minute meal period when Plaintiff and Class Members worked shifts in excess of 10 hours,
19 and Defendants' practice of prioritizing work demands over allowing employees to take compliant
20 meal periods. Accordingly, Defendants failed to provide timely, uninterrupted off-duty 30-minute
21 second meal periods. Defendants also failed to pay Plaintiff and Class Members one additional hour
22 of pay at their regular rate of pay when Plaintiff and Class Members did not receive a compliant meal
23 period.

24 51. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
25 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
26 ten-minute, off-duty, uninterrupted rest period for every four hours worked, or major fraction thereof,
27 or payment of one additional hour of pay at their regular rate of pay when they were not permitted to
28 take a compliant rest period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class

1 Members were not permitted to take compliant rest breaks, due to Defendants' failure to adopt and
2 implement a rest break policy, and Defendants' practice of prioritizing work demands over allowing
3 employees to take compliant rest breaks. Consequently, Plaintiff and Class Members were not
4 authorized or permitted to take rest breaks, including first, second, and third rest breaks when they
5 worked in excess of three-and-a-half (3.5), six (6), and/or 10 hours per workday. Defendants failed to
6 pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when they did
7 not receive a compliant rest break.

8 **52. Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
9 Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who
10 separated from their employment with Defendants during the statutory period were entitled to timely
11 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members
12 did not receive payment of all wages owed upon separation within the permissible time period due to,
13 *inter alia*, Defendants' failure to pay all wages, and meal and rest period premiums due to Plaintiff
14 and Class Members.

15 **53. Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
16 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
17 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
18 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
19 all of the information required by Labor Code section 226, including, but not limited to, the gross and
20 net wages earned (including amounts paid in cash), the total hours worked, all applicable hourly rates
21 in effect during the pay period, the corresponding number of hours worked at each hourly rate, and
22 the name and address of the legal entity that is the employer.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 **54.** Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 **55.** At all times herein relevant, Defendants had a duty to comply with Labor Code sections

1 204, 206, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable
2 local minimum wage ordinances in effect throughout California.

3 56. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
4 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
5 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
6 period must be paid no later than the payday for the next regular payroll period.

7 57. Labor Code section 206 provides that in case of a dispute over wages, the employer
8 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
9 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

10 58. The IWC Wage Orders define “hours worked” as “the time during which an employee
11 is subject to the control of an employer and includes all time the employee is suffered or permitted to
12 work, whether or not required to do so.”

13 59. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
14 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
15 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
16 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
17 the state or local minimum wage, whichever is higher, for any hour of work.

18 60. Labor Code section 1194 requires that employers pay employees at least the legal
19 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
20 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
21 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
22 along with interest thereon, reasonable attorneys’ fees and costs of suit.

23 61. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
24 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

25 62. Labor Code section 1198 prohibits employers from employing for longer hours or less
26 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
27 the Labor Commissioner.

28 63. During the relevant time period, Defendants failed to pay Plaintiff and Class Members

1 all wages due, including minimum and regular wages due to Defendants' practices of requiring
2 Plaintiff and Class Members to work off-the-clock without compensation, adjusting their time punches
3 to reflect less hours worked, and rounding their time worked to Defendants' advantage.

4 64. In violation of California law, Defendants have knowingly and willfully refused to
5 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
6 above.

7 65. Defendants' failure to pay Plaintiff and Class Members all earned minimum and regular
8 wages in accordance with Labor Code sections 204, 206, 1182.12, 1194, 1194.2, 1197, 1198, the
9 applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout
10 California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages,
11 liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs
12 in amounts that will be established at trial.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(AGAINST ALL DEFENDANTS)**

16 66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
17 fully set forth herein.

18 67. At all relevant times, Defendants had a duty to comply with Labor Code sections 204,
19 206, 510, 1194, and 1198 and the applicable IWC Wage Orders.

20 68. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
21 owed, including overtime, on regularly scheduled paydays at least twice during each calendar month,
22 on days designated in advance by the employer as the regular paydays. All wages in earned in excess
23 of the normal work period must be paid no later than the payday for the next regular payroll period.

24 69. Labor Code section 206 provides that in case of a dispute over wages, the employer
25 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
26 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

27 70. Labor Code section 510 and the IWC Wage Orders require that employers pay
28 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay

1 for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after the
2 first eight hours on the seventh consecutive workday in one work week. Labor Code section 510 and
3 the IWC Wage Orders further require that employers pay employees double their regular rate of pay
4 for hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive
5 workday in one workweek. Labor Code section 510 requires payment of overtime wages at one and
6 one half times the “regular rate of pay,” which includes all forms of remuneration earned by the
7 employee.

8 71. Labor Code section 1194 requires that employers pay employees at least the legal
9 overtime rate for all overtime hours worked, notwithstanding any agreement to work for a lesser wage.
10 Labor Code section 1194 further authorizes any employee receiving less than the legal overtime
11 compensation applicable to the employee to recover in a civil action the unpaid balance of the full
12 amount of overtime compensation, along with interest thereon, reasonable attorneys’ fees and costs of
13 suit.

14 72. Labor Code section 1198 prohibits employers from employing for longer hours or less
15 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
16 the Labor Commissioner.

17 73. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
18 all earned overtime wages, due to Defendants’ practices of requiring Plaintiff and Class Members to
19 work off-the-clock, adjusting their time punches to reflect less hours worked, rounding their time
20 worked to Defendants’ advantage, paying only straight time wages for hours worked in excess of eight
21 in a workday and/or 40 in a workweek, and/or simply failing to pay any overtime and double time
22 wages for such hours worked.

23 74. In violation of state law, Defendants have knowingly and willfully refused to perform
24 their obligations and compensate Plaintiff and Class Members for all overtime wages earned as alleged
25 above.

26 75. Defendants’ failure to pay overtime compensation due to Plaintiff and Class Members
27 in accordance with Labor Code sections 204, 206, 510, 1194 and 1198 and the IWC Wage Orders,
28 Plaintiff and Class Members are entitled to recover the full amount of unpaid overtime compensation,

1 prejudgment interest, statutory penalties, attorneys' fees, and costs in amounts that will be established
2 at trial.

3 **THIRD CAUSE OF ACTION**
4 **MEAL PERIOD VIOLATIONS**
5 **(AGAINST ALL DEFENDANTS)**

6 76. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
7 fully set forth herein.

8 77. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
9 and 512, and the applicable IWC Wage Orders.

10 78. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
11 employing any person for a work period of more than 5 hours per day without providing the employee
12 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
13 except that if the total work period per day is no more than 6 hours, the meal period may be waived
14 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
15 is required if an employee works more than 10 hours per day and must begin before the employee's
16 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
17 may be waived by mutual consent of the employer and employee, but only if the first meal period was
18 not waived. An employer must relieve an employee of all duties during meal periods.

19 79. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
20 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
21 and counted as time worked."

22 80. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
23 requiring any employee to work during a meal period mandated by any California statute, regulation,
24 standard or order. If an employer fails to provide an employee with a meal period in accordance with
25 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
26 employee one additional hour of pay at the employee's regular rate of compensation for each workday
27 that the meal period is noncompliant.

28 81. During the relevant time period, Plaintiff and Class Members did not receive compliant

1 second meal periods when they worked more than 10 hours per day due to Defendants' unlawful
2 pattern, practice, and policy of not providing second meal periods. Accordingly, Defendants failed to
3 provide timely, off-duty uninterrupted 30-minute second meal periods to Plaintiff and Class Members
4 during the Class Period.

5 82. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
6 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
7 the applicable IWC Wage Order.

8 83. As a result of Defendants' failure to provide compliant meal periods and pay meal
9 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
10 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
11 wages and compensation.

12 84. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
13 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
14 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
15 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

16 85. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
17 fees and costs from Defendants in an amount subject to proof and approved by the Court.

18 **FOURTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
22 fully set forth herein.

23 87. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
24 and the applicable IWC Wage Orders.

25 88. The IWC Wage Orders require employers to authorize and permit all employees to take
26 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

27 89. If an employer fails to provide an employee with a rest period in accordance with
28 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay

1 the employee one additional hour of pay at the employee's regular rate of compensation for each
2 workday that the rest period is noncompliant.

3 90. During the relevant time period, Defendants did not implement a compliant rest break
4 policy. Consequently, Plaintiff and Class Members did not receive a 10-minute rest period for every
5 four hours worked or major fraction thereof because they were required to work through their daily
6 rest periods and/or were not authorized to take their rest periods. Accordingly, Defendants failed to
7 provide first, second, and third rest breaks when Plaintiff and Class Members worked in excess of
8 three-and-a-half (3.5), six (6), and/or 10 hours per workday.

9 91. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
10 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
11 applicable IWC Wage Order.

12 92. As a result of Defendants' failure to provide compliant rest periods and pay rest period
13 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
14 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
15 and compensation.

16 93. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
17 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
18 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
19 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

20 94. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
21 fees and costs from Defendants in an amount subject to proof and approved by the Court.

22 **FIFTH CAUSE OF ACTION**

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

24 **(AGAINST ALL DEFENDANTS)**

25 95. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 96. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

28 97. Labor Code section 226(a) requires that, semimonthly or at the time of each payment

1 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
2 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
3 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
4 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
5 identification number of the employee, (8) the name and address of the legal entity that is the
6 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
7 at each hourly rate.

8 98. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
9 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
10 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
11 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
12 an award of costs and attorneys' fees.

13 99. During the relevant time period, Defendants have knowingly and intentionally failed
14 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
15 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
16 the gross and net wages earned (including amounts paid in cash), the total hours worked, all applicable
17 hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly
18 rate, and the name and address of the legal entity that is the employer.

19 100. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and Class
20 Members have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiff
21 and Class Members have been injured by Defendants' intentional violation of Labor Code section
22 226(a) because they were denied both their legal right to receive, and their protected interest in
23 receiving, accurate itemized wage statements under Labor Code section 226(a). Plaintiff has had to
24 file this lawsuit in order to determine the extent of the underpayment of wages, thereby causing
25 Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and
26 incur these costs had Defendants provided the accurate wages earned. This has also delayed Plaintiff's
27 ability to demand and recover the underpayment of wages from Defendants.

28 101. Defendants' violations of Labor Code section 226(a) prevented Plaintiff and Class

1 Members from knowing, understanding and disputing the wages paid to them, and resulted in an
2 unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
3 failure to comply with Labor Code section 226(a), Plaintiff and Class Members have suffered an
4 injury, and the exact amount of damages and/or penalties is all in an amount to be shown according to
5 proof at trial.

6 102. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
7 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the recovery
8 of attorneys' fees and costs incurred in obtaining this injunctive relief.

9 **SIXTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS)**

12 103. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
13 fully set forth herein.

14 104. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
15 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
16 Plaintiff and Waiting Time Subclass Members.

17 105. Labor Code section 201 requires that if an employer discharges an employee, the wages
18 earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202
19 requires that if "an employee not having a written contract for a definite period" quits, the employee's
20 wages shall become due and payable no later than 72 hours thereafter, unless the employee has given
21 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or
22 her wages at the time of quitting.

23 106. Labor Code section 203 provides that if an employer willfully fails to pay, without
24 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
25 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
26 action therefor is commenced, but that the wages shall not continue for more than 30 days per
27 employee.

28 107. During the relevant time period, Defendants willfully failed to pay Waiting Time

1 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
2 regular, overtime, and double time compensation, and premium compensation either at the time of
3 discharge or within 72 hours of leaving Defendants' employ.

4 108. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting
5 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and
6 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
7 attorneys' fees, and costs in amounts that will be established at trial.

8 **SEVENTH CAUSE OF ACTION**

9 **VIOLATION OF THE UNFAIR COMPETITION LAW**

10 **(AGAINST ALL DEFENDANTS)**

11 109. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
12 fully set forth herein.

13 110. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
14 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
15 public interest within the meaning of Code of Civil Procedure section 1021.5.

16 111. Defendants' activities, as alleged herein, violate California law and constitute unlawful
17 business acts or practices in violation of Business and Professions Code sections 17200, *et seq.*

18 112. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated
19 on the violation of any state or federal law.

20 113. Defendants' policies and practices have violated state law in at least the following
21 respects:

- 22 (a) Failing to pay all minimum and regular wages due to Plaintiff and Class Members in
23 violation of Labor Code sections 204, 206, 1182.12, 1194, 1194.2, 1197 and 1198;
- 24 (b) Failing to pay all overtime and double time wages due to Plaintiff and Class Members
25 in violation of Labor Code sections 510, 1194 and 1198;
- 26 (c) Failing to provide meal periods without paying Plaintiff and Class Members premium
27 wages for every day in which a meal period was not provided in violation of Labor
28 Code sections 226.7 and 512;

1 (d) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
2 premium wages for every day in which a rest break was not authorized or permitted in
3 violation of Labor Code section 226.7;

4 (e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
5 in violation of Labor Code section 226; and

6 (f) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
7 upon separation of employment in violation of Labor Code sections 201, 202 and 203.

8 114. Defendants intentionally avoided paying Plaintiff and Class Members' wages and
9 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
10 undercut their competitors in the restaurant industry and establish and gain a greater foothold in the
11 marketplace.

12 115. Pursuant to Business and Professions Code sections 17202, 17203, and 17208,
13 Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained
14 by Defendants during a period that commences four years prior to the filing of this action; an award
15 of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and
16 an award of costs.

17 116. Plaintiff and Class Members are entitled to an injunction, restitution, and other
18 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
19 Members have an ownership interest and to prevent future damage pursuant to Business and
20 Professions Code sections 17200 *et seq.*

21 **EIGHTH CAUSE OF ACTION**

22 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

23 **(AGAINST ALL DEFENDANTS)**

24 117. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 118. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
27 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
28 have been violated, and after receiving notice from the LWDA of its intention not to investigate or

1 after 65 days have passed without notice from the LWDA.

2 119. On January 31, 2020, Plaintiff gave written notice of the specified provisions alleged
3 to have been violated, including the facts and theories to support the alleged violations, as required
4 by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and
5 to the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
6 More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without notice
7 from the LWDA. Accordingly, Plaintiff has exhausted his administrative remedies and may amend
8 his Complaint to add a PAGA cause of action.

9 120. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
10 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
11 divisions, commissions, boards, agencies or employees for violation of the code may, as an
12 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
13 himself and other current or former employees pursuant to the procedures specified in Labor Code
14 section 2699.3.

15 121. For all provisions of the Labor Code except those for which a civil penalty is
16 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
18 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
19 period in which Defendants violated these provisions of the Labor Code.

20 122. Defendants' conduct violates numerous Labor Code sections, including, but not
21 limited to, the following:

22 (a) Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1182.12, 1194,
23 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
24 regular, overtime, and double time wages) owed to Plaintiff and other aggrieved employees during
25 employment and upon separation of employment as herein alleged;

26 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
27 periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal
28 periods as herein alleged;

1 (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to
2 Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as
3 herein alleged;

4 (d) Violation of Labor Code sections 226 for failure to provide accurate itemized
5 wage statements to Plaintiff and other aggrieved employees as herein alleged; and

6 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
7 accurate records regarding the employment of Plaintiff and other aggrieved employees as herein
8 alleged.

9 123. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
10 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare Commission shall
12 be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
13 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
14 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
15 for which the employee was underpaid.”

16 124. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
17 either individually or as an officer, agent, or employee of another person, who pays or causes to be
18 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
19 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
20 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
21 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
22 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
23 period for which the employee is underpaid regardless of whether the initial violation is intentionally
24 committed.

25 125. As set forth above, Defendants have violated numerous provisions of the Labor Code
26 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also
27 seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
28 employees, and the State of California.

126. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

127. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under the PAGA.

128. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

129. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff Valentin Lopez as the class representative;
3. For appointment of Daily Aljian LLP and the Law Office of Daniel J. Hyun as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, and penalties, including interest thereon;
7. For waiting time penalties pursuant to Labor Code section 203;
8. For liquidated damages pursuant to Labor Code section 1194.2;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

10. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
12. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
14. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194, 2699(g)(1), and Code of Civil Procedure section 1021.5;
15. For injunctive relief as provided by the California Labor Code and California Business and Professions Code sections 17200, *et seq.*;
16. For PAGA penalties; and
17. For such other relief as the Court deems just and proper.

Dated: October 29, 2020

DAILY ALJIAN LLP &
LAW OFFICE OF DANIEL J. HYUN

By: /s/ Shelly D. Song
Justin E. D. Daily
Shelly D. Song
Daniel J. Hyun
Attorneys for Plaintiff VALENTIN LOPEZ

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby requests a jury trial on all claims so triable.

Dated: October 29, 2020

DAILY ALJIAN LLP &
LAW OFFICE OF DANIEL J. HYUN

By: /s/ Shelly D. Song

Justin E. D. Daily

Shelly D. Song

Daniel J. Hyun

Attorneys for Plaintiff VALENTIN LOPEZ