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

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

ROCIO OROZCO, individually and on
behalf of others similarly situated, and as a
private attorney general;

Plaintiff,

vs.

ODW LOGISTICS, INC., an Ohio
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIVDS2004281

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) VIOLATION OF CALIFORNIA
LABOR CODE §§ 510 AND 1198
(UNPAID OVERTIME)
- (2) VIOLATION OF CALIFORNIA
LABOR CODE §§ 226.7 AND 512(a)
(UNPAID MEAL PERIOD
PREMIUMS)
- (3) VIOLATION OF CALIFORNIA
LABOR CODE § 226.7 (UNPAID
REST PERIOD PREMIUMS)
- (4) VIOLATION OF CALIFORNIA
LABOR CODE §§ 1194, 1197 AND
1197.1 (UNPAID MINIMUM
WAGES)
- (5) VIOLATION OF CALIFORNIA
LABOR CODE §§ 201, 202 AND 203
(FINAL WAGES NOT TIMELY
PAID)
- (6) VIOLATION OF CALIFORNIA

- LABOR CODE § 204 (WAGES NOT
TIMELY PAID DURING
EMPLOYMENT)**
- (7) VIOLATION OF CALIFORNIA
LABOR CODE § 226(a) (FAILURE
TO PROVIDE ACCURATE WAGE
STATEMENTS)**
- (8) VIOLATION OF CALIFORNIA
LABOR CODE § 1174 (d)
(FAILURE TO KEEP ACCURATE
PAYROLL RECORDS)**
- (9) VIOLATION OF CALIFORNIA
LABOR CODE §§ 2800 AND 2802
(FAILURE TO REIMBURSE
EXPENSES)**
- (10) VIOLATION OF LABOR CODE
§227.3 (FAILURE TO PAY VESTED
VACATION TIME)**
- (11) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE § 17200, ET SEQ.**
- (12) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

1 Plaintiff ROCIO OROZCO (“Plaintiff”) individually and on behalf of other similarly
2 situated current and former employees of Defendants, and as a private attorney general, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants ODW LOGISTICS, INC. and
7 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California
8 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
9 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
10 periods, failure to pay meal and rest period premiums, failure to pay minimum wage, failure to
11 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate payroll
12 records, failure to reimburse business expenses, and failure to pay vested vacation time.

13 2. Plaintiff’s First through Eleventh Causes of Action are brought as a class action
14 on behalf of herself and other similarly situated current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members”, as defined more fully in
16 paragraph 12, below) pursuant to California Code of Civil Procedure section 382. The monetary
17 damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior
18 Court and will be established according to proof at trial.

19 3. Plaintiff’s Twelfth Cause of Action is brought as a representative action on behalf
20 of himself and certain other current and former employees of Defendants against whom one or
21 more of the alleged violations was committed (hereinafter collectively referred to as the
22 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. The civil
23 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
24 be established according to proof at trial.

25 4. The Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
27 except those given by statute to other courts. The statutes under which this action is brought do
28 not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendant ODW LOGISTICS, INC. because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff ROCIO OROZCO is an individual residing in the State of California.

8. Defendant ODW LOGISTICS, INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Ohio and registered to do business in the State of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged was proximately caused by its conduct. ODW LOGISTICS, INC. and Doe Defendants 1 through 50 are herein collectively referred to as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of San Bernardino, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage

Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Eleventh Causes of Action as class action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action is provided to the class, and who were citizens of the State of California as of the filing of this Complaint (hereinafter referred to as the “Class” or “Class Members”).

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to

1 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and settlement.
3 Plaintiff has incurred, and during the pendency of this action will continue to
4 incur, costs and attorneys' fees, that have been, are, and will be necessarily
5 expended for the prosecution of this action for the substantial benefit of each Class
6 Member.

7 d. Superiority: A class action is superior to other available methods for the fair and
8 efficient adjudication of this litigation because individual joinder of all Class
9 Members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action will
11 advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid to
13 assert their rights out of fear of direct or indirect retaliation. However, class
14 actions provide the Class Members who are not named in the complaint
15 anonymity that allows for the vindication of their rights.

16 16. There are common questions of law and fact as to the Class that predominate over
17 questions affecting only individual members. The following common questions of law or fact,
18 among others, exist as to the members of the Class:

19 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
20 accordance with the California Labor Code was willful;

21 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
22 and the other Class Members for all hours worked, and missed, short, late or
23 interrupted meal periods and rest breaks in violation of California law;

24 c. Whether Defendants required Plaintiff and the other Class Members to work more
25 than eight (8) hours per day and/or more than forty (40) hours per week and failed
26 to pay the legally required overtime compensation to Plaintiff and the other Class
27 Members;

28 d. Whether Defendants deprived Plaintiff and the other Class Members of meal

- 1 and/or rest periods or required Plaintiff and the other Class Members to work
2 during meal and/or rest periods without compensation;
- 3 e. Whether Defendants failed to pay meal period premium wages to Class Members
4 when they were not provided with a legally compliant meal period;
- 5 f. Whether Defendants failed to pay rest period premium wages to class Members
6 when they were not authorized and permitted to take legally compliant rest
7 periods;
- 8 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
9 Members for all hours worked;
- 10 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
11 required minimum wage pursuant to California law;
- 12 i. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
13 Members within the time required upon their discharge or resignation from
14 employment;
- 15 j. Whether Defendants failed to reimburse business expenses in violation of
16 California Labor Code section 2802;
- 17 k. Whether Defendants failed to pay accrued and unused vacation time in violation
18 of Labor Code section 227.3;
- 19 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
20 Class Members during their employment;
- 21 m. Whether Defendants complied with wage reporting as required by the California
22 Labor Code, including section 226;
- 23 n. Whether Defendants kept complete and accurate payroll records as required by
24 the California Labor Code, including section 1174(d);
- 25 o. Whether Defendants failed to pay Plaintiff and the other Class Members all wages
26 owed for accrued vacation time upon termination of their employment;
- 27 p. Whether Defendants' conduct was with malice, fraud or oppression;
- 28 q. Whether Defendants' conduct was willful or reckless;

1 underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum
2 and overtime wages. In addition, Defendants routinely failed to permit Plaintiff, the Class, and
3 the Aggrieved Employees to take their meal periods and rest periods in violation of California
4 law. Defendants also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for
5 all necessary business-related expenses, and failed to pay wages owed for accrued vacation time
6 upon termination of employment.

7 23. Throughout the time period involved in this case, Defendants have implemented
8 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
9 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
10 and the Aggrieved Employees of all duties during their meal periods, failed to relinquish control
11 over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, failed to permit
12 Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
13 periods, and impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from
14 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of
15 work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their
16 tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain
17 accurate records of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

18 24. Throughout the time period involved in this case, Defendants did not adequately
19 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal periods
20 under California law. Moreover, Defendants systematically disregarded their own written policies
21 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
22 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
23 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal
24 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
25 meal periods, for which they were not compensated.

26 25. Throughout the time period involved in this case, Defendants failed to pay
27 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
28 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should

1 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
2 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
3 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
4 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
5 Aggrieved Employees, and routinely failed pay one additional hour of pay to Plaintiff, the Class,
6 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,
7 late, and/or interrupted.

8 26. Throughout the time period involved in this case, Defendants have implemented
9 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
10 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
11 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
12 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
13 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
14 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
15 work period.

16 27. Throughout the time period involved in this case, Defendants did not adequately
17 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a rest periods under
18 California law. Moreover, Defendants systematically disregarded their own written policies
19 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
20 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
21 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free rest
22 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
23 rest periods.

24 28. Throughout the time period involved in this case, Defendants failed to pay
25 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
26 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
27 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
28 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period

1 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
2 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
3 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
4 Employees at their regular rate of pay when a rest period was missed, short, late and/or
5 interrupted.

6 29. Throughout the time period involved in this case, Defendants required Plaintiff,
7 the Class, and the Aggrieved Employees to perform work off-the-clock. Although Defendants
8 prohibited overtime, Defendants still required Plaintiff, the Class, and the Aggrieved Employees
9 complete all of their assigned duties. To do so, Plaintiff, the Class, and the Aggrieved Employees
10 were required to perform work off-the-clock for which they were not compensated.

11 30. Throughout the time period involved in this case, Plaintiff, the Class, and the
12 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
13 week.

14 31. Throughout the time period involved in this case, Defendants failed to pay
15 overtime compensation to Plaintiff, the Class, and the Aggrieved Employees when they worked
16 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week.
17 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees
18 were entitled to receive certain wages for overtime compensation and that they were not receiving
19 wages for overtime compensation.

20 32. Throughout the time period involved in this case, Defendants failed to pay
21 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
22 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees
23 were entitled to receive at least minimum wages for compensation and that they were not
24 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
25 wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the
26 required minimum wage pursuant to California law, requiring Plaintiff, the Class, and the
27 Aggrieved Employees to perform work off-the-clock, and implementing time rounding policies
28 that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved

1 Employees .

2 33. Throughout the time period involved in this case, Defendants failed to pay
3 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
4 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
5 Employees were entitled to receive all wages owed to them upon termination within the time
6 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
7 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
8 including overtime compensation, minimum wages, and meal and rest period premiums, within
9 any time permissible under California Labor Code section 202.

10 34. Throughout the time period involved in this case, Defendants failed to pay
11 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
12 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
13 should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive
14 all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
15 Employees did not receive payment of all wages, including overtime compensation, minimum
16 wages, and meal and rest period premiums, within any time permissible under California Labor
17 Code section 204.

18 35. Throughout the time period involved in this case, Defendants regularly and
19 consistently failed to provide complete or accurate wage statements to Plaintiff, the Class, and
20 the Aggrieved Employees . Defendants knew or should have known that Plaintiff, the Class, and
21 the Aggrieved Employees were entitled to receive complete and accurate wage statements in
22 accordance with California law, but, in fact, they did not receive complete and accurate wage
23 statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total
24 number of hours worked by Plaintiff, the Class, and the Aggrieved Employees and the failure to
25 include premium pay for missed and/or interrupted rest and meal breaks.

26 36. Throughout the time period involved in this case, Defendants regularly and
27 consistently failed to keep complete or accurate payroll records for Plaintiff, the Class, and the
28 Aggrieved Employees . Defendants knew or should have known that Defendants were required

1 keep complete and accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees
2 in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

3 37. Throughout the time period involved in this case Defendants failed to reimburse
4 Plaintiff, the Class, and the Aggrieved Employees for necessary business-related expenses and
5 costs including, but not limited to, personal tools. Defendants knew or should have known that
6 Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all
7 necessary business-related expenses and costs, but, in fact, failed to do so in violation of
8 California law.

9 38. Throughout the time period involved in this case Defendants failed to pay Plaintiff,
10 the Class, and the Aggrieved Employees all wages owed for accrued vacation time upon
11 termination of their employment. Defendants knew or should have known that Defendants were
12 required to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed for accrued
13 vacation time upon termination of their employment, but, in fact, failed to do so in violation of
14 California law.

15 39. Throughout the time period involved in this case Defendants failed to provide
16 Plaintiff, the Class, and the Aggrieved Employees with suitable seating despite the fact that the
17 nature of their work reasonably permitted the use of seats. Defendants knew or should have
18 known that Defendants were required to pay Plaintiff, the Class, and the Aggrieved Employees
19 with suitable seating, but, in fact, failed to do so in violation of California law.

20 40. Throughout the time period involved in this case, Defendants knew or should have
21 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
22 pursuant to California law. Defendants had the financial ability to pay such compensation, but
23 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
24 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
25 Defendants' profits.

26 41. California Labor Code section 218 states that nothing in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
28 to him [or her] under this article."

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

4 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 43. California Labor Code section 1198 and the applicable Industrial Welfare
7 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
8 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
9 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

10 44. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
12 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
13 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
14 (40) hours in a workweek.

15 45. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
17 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
18 in excess of eight (8) hours on the seventh day of work in a workweek.

19 46. California Labor Code section 510 codifies the right to overtime compensation at
20 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
21 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
22 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
23 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 47. During the relevant time period, Plaintiff and the other Class Members regularly
25 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

26 48. During the relevant time period, Defendants intentionally and willfully failed to
27 pay overtime wages owed to Plaintiff and the other Class Members.

28 49. Defendants' failure to pay Plaintiff and the other Class Members the unpaid

1 balance of overtime compensation, as required by California laws, violates the provisions of
2 California Labor Code sections 510 and 1198, and is therefore unlawful.

3 50. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
4 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
5 attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 226.7 and 512(a))**

8 **(Against All Defendants)**

9 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
10 every allegation set forth above.

11 52. At all relevant times, the relevant IWC Order and California Labor Code sections
12 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
13 Defendants.

14 53. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any meal or rest period mandated by an
16 applicable order of the California IWC.

17 54. At all relevant times, the applicable IWC Wage Order and California Labor Code
18 section 512(a) provide that an employer may not require, cause or permit an employee to work
19 for a work period of more than five (5) hours per day without providing the employee with a meal
20 period of not less than thirty (30) minutes, except that if the total work period per day of the
21 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
22 both the employer and employee.

23 55. At all relevant times, California Labor Code section 512(a) further provides that
24 an employer may not require, cause or permit an employee to work for a work period of more
25 than ten (10) hours per day without providing the employee with a second uninterrupted meal
26 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
27 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
28 the employee only if the first meal period was not waived.

56. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

57. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

59. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premium due pursuant to California Labor Code section 226.7.

60. Defendants conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

61. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

63. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by

1 Defendants.

2 64. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC.

5 65. At all relevant times, the applicable IWC Wage Order provides that “[e]very
6 employer shall authorize and permit all employees to take rest periods, which insofar as
7 practicable shall be in the middle of each work period” and that the “rest period time shall be
8 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
9 hours or major fraction thereof unless the total daily work time is less than three and one-half
10 (3.5) hours.”

11 66. During the relevant time period, Defendants required Plaintiff and other Class
12 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
13 period per each four (4) hour period worked.

14 67. During the relevant time period, Defendants willfully required Plaintiff and the
15 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
16 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
17 Members to take uninterrupted, duty-free rest breaks.

18 68. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
20 for missed rest periods.

21 69. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 70. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
25 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
26 that the rest period was not provided.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against All Defendants)**

4 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 72. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
7 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
8 the minimum so fixed is unlawful.

9 73. During the relevant time period, Defendants regularly failed to pay minimum wage
10 to Plaintiff and the other Class Members as required, pursuant to California Labor Code sections
11 1194, 1197, and 1197.1.

12 74. Defendants' failure to pay Plaintiff and the other Class Members the minimum
13 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
14 those sections Plaintiff and the other Class Members are entitled to recover the unpaid balance of
15 their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
16 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17 75. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
18 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201, 202, 203)**

22 **(Against All Defendants)**

23 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 77. At all relevant times herein set forth, California Labor Code sections 201 and 202
26 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his or her employment, his
28 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the

1 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
2 the employee is entitled to his or her wages at the time of quitting.

3 78. During the relevant time period, the employment of Plaintiff and many other Class
4 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
5 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
6 employed by Defendants all of their wages, earned and unpaid, including but not limited to
7 minimum wages, overtime wages, meal and rest break premiums and bonuses, within seventy-
8 two (72) hours of their leaving Defendants' employ.

9 79. Defendants' failure to pay Plaintiff and other Class Members who are no longer
10 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
11 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

12 80. California Labor Code section 203 provides that if an employer willfully fails to
13 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
14 continue as a penalty from the due date thereof at the same rate until paid or until an action is
15 commenced; but the wages shall not continue for more than thirty (30) days.

16 81. Plaintiff and other Class Members who are no longer employed by Defendants are
17 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
18 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 204)**

21 **(Against All Defendants)**

22 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 83. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
26 calendar month, other than those wages due upon termination of an employee, are due and payable
27 between the 16th and 26th day of the month during which the labor was performed.

28 84. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned by any person in any employment between the 16th and the last day, inclusive, of
2 any calendar month, other than those wages due upon termination of an employee, are due and
3 payable between the 1st and the 10th day of the following month.

4 85. At all times herein set forth, California Labor Code section 204 provides that all
5 wages earned for labor in excess of the normal work period shall be paid no later than the payday
6 for the next regular payroll period.

7 86. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned for labor in excess of the normal work period shall be paid no later than the payday
9 for the next regular payroll period.

10 87. During the relevant time period, Defendants intentionally and willfully failed to
11 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
12 under California Labor Code section 204.

13 88. Plaintiff and other Class Members are entitled to recover all remedies available for
14 violations of California Labor Code section 204.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226(a))**

17 **(Against All Defendants)**

18 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 90. At all material times set forth herein, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
23 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
26 of the period for which the employee is paid, (7) the name of the employee and his or her social
27 security number, (8) the name and address of the legal entity that is the employer, and (9) all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee. The deductions made from payments of wages shall
2 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
3 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
4 least three years at the place of employment or at a central location within the State of California.

5 91. Defendants have intentionally and willfully failed to provide Plaintiff and the
6 Class with complete and accurate wage statements. The deficiencies include but are not limited
7 to: the failure to include the total number of hours worked by Plaintiff and the Class, and failure
8 to include and meal and rest break premiums.

9 92. Because of Defendants' violation of California Labor Code section 226(a),
10 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

11 93. More specifically, Plaintiff and the Class have been injured by Defendants'
12 intentional and willful violation of California Labor Code section 226(a) because they were
13 denied both their legal right to receive, and their protected interest in receiving, accurate and
14 itemized wage statements pursuant to California Labor Code section 226(a).

15 94. Plaintiff and the Class are entitled to recover from Defendants the greater of their
16 actual damages caused by Defendants' failure to comply with California Labor Code section
17 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

18 95. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
19 with this section, pursuant to California Labor Code section 226(g).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against All Defendants)**

23 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 97. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
26 central location in the state or at the plants or establishments at which employees are employed,
27 payroll records showing the hours worked daily by and the wages paid to, and the number of
28 piece-rate units earned by and any applicable piece rate paid to, employees employed at the

1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case, shall be kept on file for not less
3 than three years.

4 98. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked and the wages paid to Plaintiff and the Class.

6 99. Because of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

8 100. More specifically, Plaintiff and the Class have been injured by Defendants'
9 intentional and willful violation of California Labor Code section 1174(d) because they were
10 denied both their legal right and protected interest, in having available, accurate and complete
11 payroll records pursuant to California Labor Code section 1174(d).

12 **NINTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 2800 and 2802)**

14 **(Against All Defendants)**

15 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
16 every allegation set forth above.

17 102. Pursuant to California Labor Code sections 2800 and 2802, an employer must
18 reimburse its employee for all necessary expenditures incurred by the employee in direct
19 consequence of the discharge of his or her job duties or in direct consequence of his or her job
20 duties or in direct consequence of his or her obedience to the directions of the employer.

21 103. Plaintiff and the Class incurred necessary business-related expenses and costs that
22 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
23 business-related expenses and costs including its failure to reimburse Plaintiff and the Class for
24 costs incurred as a result of, including not limited, simple negligence.

25 104. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
26 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
27 recover from Defendants their business-related expenses and costs incurred during the course and
28 scope of their employment, plus interest accrued from the date on which the employee incurred

1 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

2 **TENTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 227.3)**

4 **(Against All Defendants)**

5 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 106. California Labor Code § 227.3 requires employers to pay employees for vest
8 vacation time at their final rate of pay upon termination of their employment.

9 107. At all times relevant herein, as part of their illegal payroll policies and practices to
10 deprive non-exempt employees of all wages earned and due, Defendants intentionally failed to
11 pay Plaintiff and the Class all wages owed for vested vacation time upon termination of their
12 employment, in violation of California Labor Code § 227.3.

13 108. Defendants' failure to pay Plaintiff and the other Class Members the minimum
14 wage as required violates California Labor Code § 227.3. Plaintiff and the other Class Members
15 are entitled to recover the unpaid balance of unpaid wages owed from their vested vacation time
16 as well as interest, costs, and attorneys' fees.

17 **ELEVENTH CAUSE OF ACTION**

18 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

19 **(Against All Defendants)**

20 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 110. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
23 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
24 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
25 within the meaning of Code of Civil Procedure section 1021.5.

26 111. Defendants' activities as alleged herein are violations of California law, and
27 constitute unlawful business acts and practices in violation of California Business & Professions
28 Code section 17200, *et seq.*

1 112. A violation of California Business & Professions Code section 17200, *et seq.*, may
2 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
3 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
4 paying them proper compensation violate California Labor Code sections 510 and 1198.
5 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
6 the Class, to work through their meal and rest periods without paying them proper compensation
7 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
8 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
9 sections 201, 202, and 204.

10 113. Defendants also violated California Labor Code sections, 221, 226(a), 227.3,
11 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

12 114. As a result of the herein described violations of California law, Defendants
13 unlawfully gained an unfair advantage over other businesses.

14 115. Plaintiff and the Class have been personally injured by Defendants' unlawful
15 business acts and practices as alleged herein, including but not necessarily limited to the loss of
16 money and/or property.

17 116. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
18 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
19 during a period that commences four years prior to the filing of this Complaint; an award of
20 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
21 laws; and an award of costs.

22 **TWELFTH CAUSE OF ACTION**

23 **(Violation of California Labor Code § 2699, Et Seq.)**

24 **(Against All Defendants)**

25 117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
26 every allegation set forth above.

27 118. Plaintiff brings her twelfth cause of action as a representative action on behalf of
28 herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant

1 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
2 (“PAGA”).

3 119. PAGA specifically provides for a private right of action to recover civil penalties
4 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
5 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
6 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
7 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
8 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
9 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
10 2699(a).

11 120. Plaintiff was employed by Defendants and the Labor Code violations alleged above
12 were committed against him during her time of employment. Plaintiff is therefore, an “aggrieved
13 employee” under PAGA.

14 121. As set forth in detail above, during all times relevant to this Action, Defendant
15 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
16 Codes by:

- 17 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
18 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 19 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
20 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 21 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
22 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
23 hour of premium pay for meal period violations in violation of Labor Code §§
24 226.7 and 512.
- 25 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
26 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
27 Employees an additional hour of premium pay for rest period violations in
28 violation of Labor Code §§ 226.7 and 512.

- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' meal periods and total daily hours.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- j. Failing to pay Plaintiff and the Aggrieved Employees for all vested but unused vacation time in violation of Labor Code § 227.3.

122. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

123. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On January 28, 2020 Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff's January 28, 2020 notice, and the Labor and

1 Workforce Development Agency has not indicated that it intends to investigate the violations
2 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
3 for herself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

4 124. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
6 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs
7 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

8 125. Plaintiff may amend this complaint as a matter of right pursuant to California
9 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
10 specified in Labor Code §2699.3.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
13 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
14 as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action;
17 2. That Plaintiff be appointed as the representative of the Class;
18 3. That counsel for Plaintiff be appointed as Class Counsel; and
19 4. That Defendants provide to Class Counsel immediately the names and most
20 current/last known contact information (address, e-mail and telephone numbers) of all class
21 members.

22 **As to the First Cause of Action**

23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
25 all overtime wages due to Plaintiff and other Class Members;

26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

28 7. For pre-judgment interest on any unpaid overtime compensation commencing

1 from the date such amounts were due;

2 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194; and

4 9. For such other and further relief as the Court may deem just and proper.

5 **As to the Second Cause of Action**

6 10. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
8 provide all meal periods (including second meal periods) to Plaintiff and the Class;

9 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
10 each employee's regular rate of compensation for each workday that a meal period was not
11 provided;

12 12. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 13. For premium wages pursuant to California Labor Code section 226.7(b);

15 14. For pre-judgment interest on any unpaid wages from the date such amounts were
16 due;

17 15. For reasonable attorneys' fees and costs of suit incurred herein; and

18 16. For such other and further relief as the Court may deem just and proper.

19 **As to the Third Cause of Action**

20 17. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
22 periods to Plaintiff and the Class;

23 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
24 each employee's regular rate of compensation for each workday that a rest period was not
25 provided;

26 19. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

1 34. For such other and further relief as the Court may deem just and proper.

2 **As to the Sixth Cause of Action**

3 35. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
5 California Labor Code section 204 to Plaintiff and the Class;

6 36. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 37. For pre-judgment interest on any unpaid compensation from the date such amounts
9 were due including interest pursuant to California Labor Code section 218.6; and

10 38. For such other relief as the Court deems just and proper.

11 **As to the Seventh Cause of Action**

12 39. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
14 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
15 thereto;

16 40. For actual, consequential and incidental losses and damages, according to proof;

17 41. For statutory penalties pursuant to California Labor Code section 226(e); and

18 42. For such other and further relief as the Court may deem just and proper.

19 **As to the Eighth Cause of Action**

20 43. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for
22 Plaintiff and the Class as required by California Labor Code section 1174(d);

23 44. For actual, consequential and incidental losses and damages, according to proof;

24 45. For statutory penalties pursuant to California Labor Code section 1174.5; and

25 46. For such other and further relief as the court may deem just and proper.

26 **As to the Ninth Cause of Action**

27 47. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for

all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

48. For actual, consequential and incidental losses and damages, according to proof;

49. For the imposition of civil penalties and/or statutory penalties;

50. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Tenth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 227.36 and applicable IWC Wage Orders by willfully failing to pay all wages owed for vested vacation time Plaintiff and other Class Members;

53. For unpaid wages and such general and special damages as may be appropriate;

54. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

55. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Eleventh Cause of Action

57. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.*, by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff and other Class Members wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2082;

58. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

59. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200,

1 *et seq.*;

2 60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Code of Civil Procedure section 1021.5;

4 61. For injunctive relief to ensure compliance with this section, pursuant to California
5 Business and Professions Code sections 17200, *et seq.*; and

6 62. For such other and further relief as the Court may deem just and proper.

7 **As to the Twelfth Cause of Action**

8 63. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
9 Code;

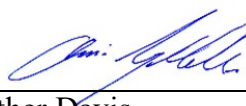
10 64. Prejudgment interest at the legal rate pursuant to California Labor Code Section
11 218.6;

12 65. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
13 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
14 Code and/or other applicable statutes; and

15 66. For such other relief as the Court deems just and proper.

16
17 Dated: May 29, 2020

PROTECTION LAW GROUP

18
19 By: 

20 Heather Davis
21 Amir Nayebdadash
22 S. Emi Minne
23 *Attorneys for Plaintiff*
24 ROCIO OROZCO
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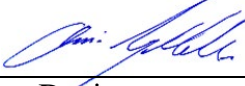
DEMAND FOR TRIAL BY JURY

Plaintiff ROCIO OROZCO demands a trial by jury as to all causes of action triable by a jury.

Dated: May 29, 2020

PROTECTION LAW GROUP

By: _____


Heather Davis
Amir Nayebdadash
S. Emi Minne
Attorneys for Plaintiff
ROCIO OROZCO