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County of Los Angeles

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOE ACOSTA, individually and on behalf of
others similarly situated, and as a private
attorney general; LUIS CERVANTES and
TYREE FORTUNE, individually and on
behalf of others similarly situated;

Plaintiffs,

vs.

LLOYDS MANUFACTURING
SERVICES, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV02271

**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 CALIFORNIA
BUSINESS AND PROFESSIONS
CODE § 17200, ET SEQ.**

**(11) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

1 Plaintiff JOE ACOSTA (“Plaintiff ACOSTA”) individually and on behalf of other
2 similarly situated current and former employees of Defendants, and as a private attorney general,
3 and Plaintiffs LUIS CERVANTES (“Plaintiff CERVANTES”) and TYREE FORTUNE (“Plaintiff
4 FORTUNE”) (collectively “Plaintiffs”), individually, and on behalf of other members of the general
5 public similarly situated, based upon facts that either have evidentiary support or are likely to have
6 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
7 as follows:

8 **JURISDICTION AND VENUE**

9 1. Plaintiffs bring this action against Defendants LLOYDS MANUFACTURING
10 SERVICES, INC. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
11 “Defendants”) for California Labor Code violations and unfair business practices stemming from
12 Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to
13 authorize and permit rest periods, failure to pay meal and rest period premiums, failure to pay
14 minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure
15 to maintain accurate payroll records, and failure to reimburse business expenses.

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

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

28 4. The Court has jurisdiction over this action pursuant to the California Constitution,

Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendant LLOYDS MANUFACTURING SERVICES, 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 JOE ACOSTA is an individual residing in the County of Los Angeles, State of California.

8. Plaintiff LUIS CERVANTES is an individual residing in the County of San Bernardino, State of California.

9. Plaintiff TYREE FORTUNE is an individual residing in the County of Los Angeles, State of California.

10. Defendant LLOYDS MANUFACTURING SERVICES, INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and registered to do business in the State of California.

11. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon allege, 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. Plaintiffs will amend

1 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
2 and believe and thereon allege that each of the fictitiously named Doe defendants is responsible
3 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
4 were proximately caused by its conduct. LLOYDS MANUFACTURING SERVICES, INC. and
5 Doe Defendants 1 through 50 are herein collectively referred to as "Defendants."

6 12. Defendants are and at all times herein mentioned were, (a) conducting business in
7 the County of Los Angeles, State of California, and (b) the employer of Plaintiffs consistent with
8 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

9 13. Plaintiffs further allege that Defendants, directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of
11 Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants
12 employers and employers liable under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

14 14. Plaintiffs bring the First through Tenth Causes of Action as class action on their
15 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
16 seek class certification under Code of Civil Procedure section 382.

17 15. The proposed class is defined as follows: All current and former non-exempt
18 employees of Defendants within the State of California at any time commencing four (4) years
19 preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is
20 provided to the class (hereinafter referred to as the "Class" or "Class Members").

21 16. Plaintiffs reserve the right to establish other subclasses as appropriate.

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

- 24 a. Numerosity: The Class Members are so numerous that joinder of all Class
25 Members is impracticable. The membership of the entire Class is unknown to
26 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
27 individuals and the identity of such membership is readily ascertainable by
28 inspection of Defendants' employment records.

1 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated
2 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
3 Members with whom he has a well-defined community of interest.

4 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
5 Member, with whom he has a well-defined community of interest and typicality
6 of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic
7 to the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are
8 versed in the rules governing class action discovery, certification, and settlement.
9 Plaintiffs have incurred, and during the pendency of this action will continue to
10 incur, costs and attorneys' fees, that have been, are, and will be necessarily
11 expended for the prosecution of this action for the substantial benefit of each Class
12 Member.

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

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

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

- 25 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
26 accordance with the California Labor Code was willful;
- 27 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs
28 and the other Class Members for all hours worked, and missed, short, late or

1 interrupted meal periods and rest breaks in violation of California law;

2 c. Whether Defendants required Plaintiffs and the other Class Members to work
3 more than eight (8) hours per day and/or more than forty (40) hours per week and
4 failed to pay the legally required overtime compensation to Plaintiffs and the other
5 Class Members;

6 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
7 and/or rest periods or required Plaintiffs and the other Class Members to work
8 during meal and/or rest periods without compensation;

9 e. Whether Defendants failed to pay meal period premium wages to Class Members
10 when they were not provided with a legally compliant meal period;

11 f. Whether Defendants failed to pay rest period premium wages to class Members
12 when they were not authorized and permitted to take legally compliant rest
13 periods;

14 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
15 Class Members for all hours worked;

16 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
17 required minimum wage pursuant to California law;

18 i. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
19 Members within the time required upon their discharge or resignation from
20 employment;

21 j. Whether Defendants failed to reimburse business expenses in violation of
22 California Labor Code section 2802;

23 k. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
24 Class Members during their employment;

25 l. Whether Defendants complied with wage reporting as required by the California
26 Labor Code, including section 226;

27 m. Whether Defendants kept complete and accurate payroll records as required by
28 the California Labor Code, including section 1174(d);

- 1 n. Whether Defendants' conduct was with malice, fraud or oppression;
2 o. Whether Defendants' conduct was willful or reckless;
3 p. Whether Defendants engaged in unfair business practices in violation of
4 California Business & Professions Code section 17200, *et seq.*, based on their
5 improper withholding of compensation and deduction of wages;
6 q. The appropriate amount of damages, restitution, and/or monetary penalties
7 resulting from Defendants' violation of California law; and
8 r. Whether Plaintiffs and the other Class Members are entitled to compensatory
9 damages pursuant to the California Labor Code.

10 **GENERAL ALLEGATIONS**

11 19. Defendants operate as a manufacturer of home resort products, including hot tubs,
12 swim spas, outdoor grills and hardware, barbeque islands, outdoor fireplaces and firepits.

13 20. Defendants employed Plaintiff ACOSTA from approximately June 2019 through
14 October 2019 as a Ground Maintenance Worker.

15 21. Defendants employed Plaintiff CERVANTES from approximately October 2019
16 through November 2019 as a Ground Maintenance Worker.

17 22. Defendants employed Plaintiff FORTUNE from approximately September 2019
18 through November 2019 as a Custodian.

19 23. Plaintiffs' job duties included, but were not limited to: keeping Defendants'
20 grounds clean, building maintenance, assisting within the warehouse, plumbing and electrical
21 work, painting, dumping materials, and loading pallets.

22 24. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
23 and the Aggrieved Employees as hourly-paid or non-exempt employees.

24 25. Throughout the time period involved in this case, Defendants had the authority to
25 hire and terminate Plaintiffs, the Class, and the Aggrieved Employees ; to directly or indirectly
26 control work rules, working conditions, wages, working hours, and conditions of employment of
27 Plaintiffs, the Class, and the Aggrieved Employees ; and to hire and terminate the employment of
28 Plaintiffs, the Class, and the Aggrieved Employees.

1 26. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 27. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in
4 a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt
5 employees. As set forth in more detail below, this scheme involved, *inter alia*, requiring them to
6 work off-the-clock without compensation, thereby failing to pay them for all hours worked,
7 including minimum and overtime wages. Defendants also implemented time rounding practices
8 that resulted in the systematic underpayment of wages to Plaintiffs, the Class, and the Aggrieved
9 Employees, including minimum and overtime wages. In addition, Defendants did not permit
10 Plaintiffs, the Class, and the Aggrieved Employees to take their meal periods and rest periods in
11 violation of California law. Defendants also failed to reimburse Plaintiffs, the Class, and the
12 Aggrieved Employees for all necessary business-related expenses.

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

24 29. Throughout the time period involved in this case, Defendants did not adequately
25 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal periods
26 under California law. Moreover, Defendants systematically disregarded their own written policies
27 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved
28 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,

1 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal
2 periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through their
3 meal periods, for which they were not compensated. Defendants also required Plaintiffs, the
4 Class, and the Aggrieved Employees to monitor and respond to work-issued walkie talkies at all
5 times, including during meal periods.

6 30. Throughout the time period involved in this case, Defendants failed to pay
7 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were
8 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
9 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
10 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
11 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
12 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class, and the
13 Aggrieved Employees , and routinely failed pay one additional hour of pay to Plaintiffs, the Class,
14 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,
15 late, and/or interrupted.

16 31. Throughout the time period involved in this case, Defendants have implemented
17 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
18 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
19 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
20 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
21 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
22 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
23 work period.

24 32. Throughout the time period involved in this case, Defendants did not adequately
25 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a rest periods
26 under California law. Moreover, Defendants systematically disregarded their own written policies
27 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
28 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,

1 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free rest
2 periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through their
3 rest periods. Defendants also required Plaintiffs, the Class, and the Aggrieved Employees to
4 monitor and respond to work-issued walkie talkies at all times, including during rest periods.

5 33. Throughout the time period involved in this case, Defendants failed to pay
6 Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were
7 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
8 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
9 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
10 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
11 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-
12 free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the
13 Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late and/or
14 interrupted.

15 34. Throughout the time period involved in this case, Defendants required Plaintiffs,
16 the Class, and the Aggrieved Employees to perform work off-the-clock. Although Defendants
17 prohibited overtime, Defendants still required Plaintiffs, the Class, and the Aggrieved Employees
18 complete all of their assigned duties. To do so, Plaintiffs, the Class, and the Aggrieved Employees
19 were required to perform work off-the-clock for which they were not compensated.

20 35. Throughout the time period involved in this case, Defendants required Plaintiffs,
21 the Class, and the Aggrieved Employees to undergo security checks before clocking in for their
22 shift and after clocking out for their shift. Plaintiffs, the Class, and the Aggrieved Employees
23 were not compensated for the time spent undergoing these mandated security checks. As a result,
24 Defendants failed to all minimum wages, straight time wages, and overtime wages owed to
25 Plaintiffs, the Class, and the Aggrieved Employees.

26 36. Throughout the time period involved in this case, Defendants implemented time
27 rounding practices that resulted in the systematic underpayment of wages to Plaintiffs, the Class,
28 and the Aggrieved Employees, including minimum and overtime wages.

1 37. Throughout the time period involved in this case, Plaintiffs, the Class, and the
2 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
3 week.

4 38. Throughout the time period involved in this case, Defendants failed to pay
5 overtime compensation to Plaintiffs, the Class, and the Aggrieved Employees when they worked
6 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week.
7 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees
8 were entitled to receive certain wages for overtime compensation and that they were not receiving
9 wages for overtime compensation.

10 39. Throughout the time period involved in this case, Defendants failed to pay
11 Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
12 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees
13 were entitled to receive at least minimum wages for compensation and that they were not
14 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
15 wages included, *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved Employees at
16 the required minimum wage pursuant to California law, requiring Plaintiffs, the Class, and the
17 Aggrieved Employees to perform work off-the-clock, and implementing time rounding policies
18 that resulted in the systematic underpayment of wages to Plaintiffs, the Class, and the Aggrieved
19 Employees.

20 40. Throughout the time period involved in this case, Defendants failed to pay
21 Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
22 resignation. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
23 Employees were entitled to receive all wages owed to them upon termination within the time
24 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved
25 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
26 including overtime compensation, minimum wages, and meal and rest period premiums, within
27 any time permissible under California Labor Code section 202.

28 41. Throughout the time period involved in this case, Defendants failed to pay

1 Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible under
2 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
3 should have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to
4 receive all wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved
5 Employees did not receive payment of all wages, including overtime compensation, minimum
6 wages, and meal and rest period premiums, within any time permissible under California Labor
7 Code section 204.

8 42. Throughout the time period involved in this case, Defendants regularly and
9 consistently failed to provide complete or accurate wage statements to Plaintiffs, the Class, and
10 the Aggrieved Employees. Defendants knew or should have known that Plaintiffs, the Class, and
11 the Aggrieved Employees were entitled to receive complete and accurate wage statements in
12 accordance with California law, but, in fact, they did not receive complete and accurate wage
13 statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total
14 number of hours worked by Plaintiffs, the Class, and the Aggrieved Employees and the failure to
15 include premium pay for missed and/or interrupted rest and meal breaks.

16 43. Throughout the time period involved in this case, Defendants regularly and
17 consistently failed to keep complete or accurate payroll records for Plaintiffs, the Class, and the
18 Aggrieved Employees. Defendants knew or should have known that Defendants were required
19 keep complete and accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees
20 in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

21 44. At all material times set forth herein, Defendants failed to reimburse Plaintiffs, the
22 Class, and the Aggrieved Employees for necessary business-related expenses and costs.
23 Defendants knew or should have known that Defendants were required to reimburse Plaintiffs,
24 the Class, and the Aggrieved Employees for all necessary business-related expenses and costs,
25 but, in fact, failed to do so in violation of California law.

26 45. Throughout the time period involved in this case, Defendants knew or should have
27 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees
28 pursuant to California law. Defendants had the financial ability to pay such compensation, but

1 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the
2 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
3 Defendants' profits.

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

7 **FIRST CAUSE OF ACTION**

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

9 **(Against All Defendants)**

10 47. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
11 every allegation set forth above.

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

16 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
17 were required to pay Plaintiffs and the other Class Members employed by Defendants, and
18 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
19 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
20 forty (40) hours in a workweek.

21 50. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular
23 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
24 in excess of eight (8) hours on the seventh day of work in a workweek.

25 51. California Labor Code section 510 codifies the right to overtime compensation at
26 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
27 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
28 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess

1 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

2 52. During the relevant time period, Plaintiffs and the other Class Members regularly
3 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

4 53. During the relevant time period, Defendants intentionally and willfully failed to
5 pay overtime wages owed to Plaintiffs and the other Class Members.

6 54. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid
7 balance of overtime compensation, as required by California laws, violates the provisions of
8 California Labor Code sections 510 and 1198, and is therefore unlawful.

9 55. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
10 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
11 attorneys' fees.

12 **SECOND CAUSE OF ACTION**

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

14 **(Against All Defendants)**

15 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
16 every allegation set forth above.

17 57. At all relevant times, the relevant IWC Order and California Labor Code sections
18 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by
19 Defendants.

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

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

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

61. During the relevant time period, Plaintiffs 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.

62. During the relevant time period, Plaintiffs 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.

63. During the relevant time period, Defendants intentionally and willfully required Plaintiffs 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 Plaintiffs and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

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

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

66. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs 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)

67. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

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

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

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

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

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

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

1 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
2 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
3 additional hour of pay at the employees' regular hourly rate of compensation for each work day
4 that the rest period was not provided.

5 **FOURTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

8 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
9 every allegation set forth above.

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

13 78. During the relevant time period, Defendants regularly failed to pay minimum wage
14 to Plaintiffs and the other Class Members as required, pursuant to California Labor Code sections
15 1194, 1197, and 1197.1.

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

21 80. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
22 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

24 **FIFTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
28 every allegation set forth above.

1 82. At all relevant times herein set forth, California Labor Code sections 201 and 202
2 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and if an employee quits his or her employment, his
4 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
5 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
6 the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

23 **SIXTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.

28 88. 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 1st and 15th days, inclusive, of any
2 calendar month, other than those wages due upon termination of an employee, are due and payable
3 between the 16th and 26th day of the month during which the labor was performed.

4 89. At all times herein set forth, California Labor Code section 204 provides that all
5 wages earned by any person in any employment between the 16th and the last day, inclusive, of
6 any calendar month, other than those wages due upon termination of an employee, are due and
7 payable between the 1st and the 10th day of the following month.

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

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

14 92. During the relevant time period, Defendants intentionally and willfully failed to
15 pay Plaintiffs and other Class Members all wages due to them, within any time period permissible
16 under California Labor Code section 204.

17 93. Plaintiffs and other Class Members are entitled to recover all remedies available
18 for violations of California Labor Code section 204.

19 **SEVENTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 94. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
23 every allegation set forth above.

24 95. At all material times set forth herein, California Labor Code section 226(a)
25 provides that every employer shall furnish each of his or her employees an accurate itemized
26 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the

1 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
2 of the period for which the employee is paid, (7) the name of the employee and his or her social
3 security number, (8) the name and address of the legal entity that is the employer, and (9) all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee. The deductions made from payments of wages shall
6 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
7 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
8 least three years at the place of employment or at a central location within the State of California.

9 96. Defendants have intentionally and willfully failed to provide Plaintiffs and the
10 Class with complete and accurate wage statements. The deficiencies include but are not limited
11 to: the failure to include the total number of hours worked by Plaintiffs and the Class, and failure
12 to include and meal and rest break premiums.

13 97. Because of Defendants' violation of California Labor Code section 226(a),
14 Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

15 98. More specifically, Plaintiffs and the Class have been injured by Defendants'
16 intentional and willful violation of California Labor Code section 226(a) because they were
17 denied both their legal right to receive, and their protected interest in receiving, accurate and
18 itemized wage statements pursuant to California Labor Code section 226(a).

19 99. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
20 actual damages caused by Defendants' failure to comply with California Labor Code section
21 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

22 100. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
23 with this section, pursuant to California Labor Code section 226(g).

24 **EIGHTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 101. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
28 every allegation set forth above.

102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

103. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked and the wages paid to Plaintiffs and the Class.

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

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

NINTH CAUSE OF ACTION

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

(Against All Defendants)

106. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

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

1 109. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
2 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
3 recover from Defendants their business-related expenses and costs incurred during the course and
4 scope of their employment, plus interest accrued from the date on which the employee incurred
5 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

6 **TENTH CAUSE OF ACTION**

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

8 **(Against All Defendants)**

9 110. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
10 every allegation set forth above.

11 111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendants'
13 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
14 within the meaning of Code of Civil Procedure section 1021.5.

15 112. Defendants' activities as alleged herein are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code section 17200, *et seq.*

18 113. A violation of California Business & Professions Code section 17200, *et seq.*, may
19 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
20 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
21 paying them proper compensation violate California Labor Code sections 510 and 1198.
22 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and
23 the Class, to work through their meal and rest periods without paying them proper compensation
24 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
25 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
26 sections 201, 202, and 204.

27 114. Defendants also violated California Labor Code sections, 221, 226(a), 1194, 1197,
28 1197.1, 510, 1174(d), 2800, and 2802.

1 115. As a result of the herein described violations of California law, Defendants
2 unlawfully gained an unfair advantage over other businesses.

3 116. Plaintiffs and the Class have been personally injured by Defendants' unlawful
4 business acts and practices as alleged herein, including but not necessarily limited to the loss of
5 money and/or property.

6 117. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
7 Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this Complaint; an
9 award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
10 applicable laws; and an award of costs.

11 **ELEVENTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 119. Plaintiff ACOSTA brings his eleventh cause of action as a representative action
17 on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney
18 general pursuant to the Private Attorneys General Act of 2004, California Labor Code section
19 2698, *et seq.* ("PAGA").

20 120. PAGA specifically provides for a private right of action to recover civil penalties
21 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
22 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
23 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
25 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
26 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
27 2699(a).

28 121. Plaintiff ACOSTA was employed by Defendants and the Labor Code violations

1 alleged above were committed against him during his time of employment. Plaintiff ACOSTA is
2 therefore, an “aggrieved employee” under PAGA.

3 122. As set forth in detail above, during all times relevant to this Action, Defendant
4 has routinely subjected Plaintiff ACOSTA and the Aggrieved Employees to violations of
5 California Labor Codes by:

- 6 a. Failing to pay Plaintiff ACOSTA and the Aggrieved Employees all earned
7 minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et*
8 *seq.*;
 - 9 b. Failing to pay Plaintiff ACOSTA and the Aggrieved Employees all earned
10 overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et*
11 *seq.*;
 - 12 c. Failing to provide legally required meal periods to Plaintiff ACOSTA and the
13 Aggrieved Employees, and failing to pay Plaintiff ACOSTA and the Aggrieved
14 Employees an additional hour of premium pay for meal period violations in
15 violation of Labor Code §§ 226.7 and 512.
 - 16 d. Failing to provide authorize and permit Plaintiff ACOSTA and the Aggrieved
17 Employees to take duty-free rest periods, and failing to pay Plaintiff ACOSTA and
18 the Aggrieved Employees an additional hour of premium pay for rest period
19 violations in violation of Labor Code §§ 226.7 and 512.
 - 20 e. Failing to timely pay Plaintiff ACOSTA and the Aggrieved Employees all wages
21 at end of their employment in violation of Labor Code § 203.
 - 22 f. Failing to timely pay Plaintiff ACOSTA and the Aggrieved Employees all wages
23 owed during employment in violation of Labor Code § 204.
 - 24 g. Failing to furnish Plaintiff ACOSTA and the Aggrieved Employees with complete,
25 accurate, itemized wage statements in violation of Labor Code § 226;
 - 26 h. Failing to maintain accurate records relating to Plaintiff ACOSTA and the
27 Aggrieved Employees’ meal periods and total daily hours.
- 28

1 i. Failing to reimburse Plaintiff ACOSTA and the Aggrieved Employees for
2 necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

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

11 124. Plaintiff ACOSTA has exhausted his administrative remedies pursuant to Labor
12 Code § 2699.3. On January 20, 2020, Plaintiff ACOSTA, through his counsel of record, by online
13 filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the
14 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and
15 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
16 violations, and of Plaintiff ACOSTA’s intent to bring a claim for civil penalties under PAGA.
17 Plaintiff ACOSTA also paid the filing fee required under Labor Code § 2699.3. As of the filing of
18 this Complaint, more than 65 days have elapsed since the mailing of Plaintiff ACOSTA’s January
19 20, 2020 notice, and the Labor and Workforce Development Agency has not indicated that it
20 intends to investigate the violations discussed in the notice. Accordingly, Plaintiff ACOSTA may
21 commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant
22 to Labor Code § 2699.3.

23 125. Plaintiff ACOSTA was compelled to retain the services of counsel to file this court
24 action to protect his interests and the Aggrieved Employees, and to assess and collect the civil
25 penalties owed by Defendants. Plaintiff ACOSTA therefore seeks an award of reasonable
26 attorney’s fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

27 126. Plaintiff ACOSTA may amend this complaint as a matter of right pursuant to
28 California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time

1 periods specified in Labor Code §2699.3

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
4 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
5 as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action;
8 2. That Plaintiffs be appointed as the representatives of the Class;
9 3. That counsel for Plaintiffs be appointed as Class Counsel; and
10 4. That Defendants provide to Class Counsel immediately the names and most
11 current/last known contact information (address, e-mail and telephone numbers) of all class
12 members.

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

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

- 17 6. For general unpaid wages at overtime wage rates and such general and special
18 damages as may be appropriate;

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

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

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

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

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

- 28 11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at

each employee's regular rate of compensation for each workday that a meal period was not provided;

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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 Plaintiffs 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 Plaintiffs 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;
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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 Plaintiffs 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 Plaintiffs 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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

1 Business and Professions Code sections 17200, *et seq.*, by failing to provide Plaintiffs and the
2 Class all overtime compensation due to them, failing to provide all meal and rest periods to
3 Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing
4 to pay Plaintiffs and other Class Members wages timely as required by California Labor Code
5 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800,
6 and 2082;

7 53. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
8 interest from the day such amounts were due and payable;

9 54. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violation of California Business and Professions Code sections 17200,
12 *et seq.*;

13 55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5;

15 56. For injunctive relief to ensure compliance with this section, pursuant to California
16 Business and Professions Code sections 17200, *et seq.*; and

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

18 **As to the Eleventh Cause of Action**

19 58. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
20 Code;

21 59. Prejudgment interest at the legal rate pursuant to California Labor Code Section
22 218.6;

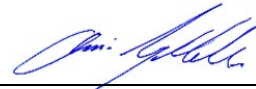
23 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
24 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
25 Code and/or other applicable statutes; and

26 61. For such other relief as the Court deems just and proper
27
28

1 Dated: April 3, 2020

2 **PROTECTION LAW GROUP**

3 By:



4 Heather Davis
5 Amir Nayebdadash
6 S. Emi Minne
7 *Attorneys for Plaintiffs*

DEMAND FOR TRIAL BY JURY

Plaintiffs JOE ACOSTA, LUIS CERVANTES, and TYREE FORTUNE demand a trial by jury as to all causes of action triable by a jury.

Dated: April 3, 2020

PROTECTION LAW GROUP

By: 

Heather Davis
Amir Nayebdadash
S. Emi Minne
Attorneys for Plaintiffs