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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR LOS ANGELES**

13 ELAINE MOYAL, on behalf of herself and
14 others similarly situated and aggrieved,

15 Plaintiff,

16 vs.

18 CABINETS TO GO, LLC, a California
19 Corporation, and DOES 1 to 100, inclusive,

20 Defendant.

Case No.:

**CLASS ACTION AND REPRESENTATIVE
COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff ELAINE MOYAL, and individual on behalf of herself and all other employees
2 similarly situated, hereby files this Complaint against Defendant CABINETS TO GO, LLC.
3 Plaintiff is informed and believes, and on the basis of that information and belief, allege as follows:

4 **THE PARTIES**

5 1. Plaintiff ELAINE MOYAL is, and at relevant times was, an individual domiciled in
6 the State of California and a citizen of the State of California who worked as a non-exempt line cook
7 and thereafter, a non-exempt managerial position for Defendant CABINETS TO GO, LLC
8 (“Defendant”) in the State of California.

9 2. Defendant is a Florida Corporation that, at all relevant times, was authorized to do
10 business within the State of California and is doing business in the State of California. Defendant
11 owns an operates at least nine retail cabinetry store chains in California, and over 75 throughout the
12 United States. Defendant prides itself on bringing a family culture into each and every one of their
13 retail store locations.

14 3. The true names and capacities of the DOE Defendant sued herein as DOES 1 through
15 100, inclusive, are currently unknown to Plaintiff, who therefore sues each such Defendant by said
16 fictitious names. Each of the Defendant designated herein as a DOE is legally responsible for the
17 unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect
18 the true names and capacities of the Doe Defendant when such identities become known.

19 4. Plaintiff is informed and believes, and thereupon alleges that at all times herein,
20 Defendant, and each of them, were agents, servants, joint employers, employees, employers,
21 partners, and/or joint ventures of each other Defendant, and were, as such, acting within the scope,
22 course, and authority of said relationship. Each of the acts and/or omissions complained of herein
23 were alleged and made known to, and ratified by, each of the other Defendant. All named Defendant
24 and Doe Defendant are hereinafter collectively referred to as “Defendant” or “Defendant.”

25 5. At all relevant times, Defendant were and are legally responsible for all of the
26 unlawful conduct, policies, practices, acts and omissions complained of herein. Further, Defendant
27 are responsible for each of the unlawful acts or omissions complained of herein under the doctrine
28 of *respondent superior*. The conduct of Defendant’s managers and supervisors was at all relevant

1 times undertaken as employees of Defendant, acting within the scope of their employment or
2 authority in all of the unlawful activities described herein.

3 **JURISDICTION AND VENUE**

4 6. This court possesses original subject matter jurisdiction over this matter. Venue is
5 proper in Los Angeles, California, because Defendant do business in Los Angeles, California, and
6 some of the complained of conduct occurred in this judicial district.

7 **CLASS ALLEGATIONS**

8 7. Plaintiff brings this action as a class action under Code of Civil Procedure section
9 382 on behalf of herself and all others similarly situated. The class Plaintiff seeks to represent is
10 defined as follows: “All hourly paid, non-exempt individuals who worked for Defendant in
11 California at any time within the four years prior to the filing of the initial complaint.”

12 8. Numerosity: While the exact number of class members is unknown to Plaintiff at this
13 time, the class is so numerous that the individual joinder of all members is impractical under the
14 circumstances of this case.

15 9. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
16 because common questions of law and fact predominate over individual issues. Common questions
17 include, but are not limited to, the following: (1) whether Defendant properly calculated and paid
18 all amounts due to Plaintiff and the class members for wages earned, including overtime wages,
19 under California law; (2) whether Defendant violated the California Labor Code and/or IWC Wage
20 Orders by withholding wages, including overtime wages, from Plaintiff and the class members; (3)
21 whether Defendant required Plaintiff and the class members to work “off-the-clock,” resulting in a
22 failure to pay minimum wages and overtime; (4) whether Defendant provided Plaintiff and the class
23 members with all meal periods or premium payments in lieu thereof in compliance with California
24 law; (5) whether Defendant required Plaintiff and the class members to remain on premises during
25 certain rest breaks and meal periods; (6) whether Defendant provided Plaintiff and the class
26 members with all rest periods, or premium payments in lieu thereof, in compliance with California
27 law; (7) whether Defendant provided Plaintiff and the class members with accurate, itemized wage
28 statements in compliance with California law; (8) whether Defendant timely paid Plaintiff and the

1 class members all wages due during their employment and upon separation of employment; and (9)
2 whether Defendant violated California Business and Professions Code sections 17200, et seq.; and
3 (10) whether Defendant violated Private Attorneys General Act of 2004 – Labor Code §§ 2698, et
4 seq.).

5 10. Ascertainable Class. The proposed class is ascertainable as its members can be
6 identified and located using information in Defendant’s business, payroll and personnel records.

7 11. Numerosity. The plaintiff class is so numerous that the individual joinder of all
8 members is impractical under the circumstances of this case. While the exact number of class
9 members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least 100
10 individuals.

11 12. Typicality. Plaintiff’s claims are typical of the claims of the class members. Plaintiff
12 suffered a similar injury as the other class members as a result of Defendant’s common practices
13 regarding, inter alia, calculation and payment of wages, including minimum wages and overtime
14 wages, failure to provide proper meal and rest periods or premium compensation in lieu thereof,
15 provision of wage statements, and payment of wages due upon termination. In addition, Plaintiff
16 will fairly and adequately protect the interests of the class members. Plaintiff has no interests adverse
17 to the interests of the other class members.

18 13. Superiority. A class action is superior to other available means for the fair and
19 efficient adjudication of this controversy since individual joinder of all members of the class is
20 impractical. Class action treatment will permit a large number of similarly situated persons to
21 prosecute their common claims in a single forum simultaneously, efficiently, and without the
22 unnecessary duplication of effort and expense that numerous individual actions would engender.
23 Furthermore, as the damages suffered by each individual member of the class may be relatively
24 small, the expenses and burden of individual litigation would make it difficult or impossible for
25 individual members of the class to redress the wrongs done to them, while an important public
26 interest will be served by addressing the matter as a class action. The cost to the court system of
27 adjudication of such individualized litigation would be substantial. Individualized litigation would
28 also present the potential for inconsistent or contradictory judgments. Finally, the alternative of

1 filing a claim with the California Labor Commissioner is not superior, given the lack of discovery
2 in such proceedings, the fact that there are fewer available remedies, and the losing party has the
3 right to a trial de novo in the Superior Court.

4 **FACTUAL ALLEGATIONS**

5 14. During the four-year period preceding filing of this complaint, Plaintiff and each of
6 the class members worked for Defendant in the State of California as non-exempt employees.
7 Defendant at all times exercised control over Plaintiff and each of the class members, and suffered
8 and/or permitted them to work.

9 15. On approximately April 17, 2019, Plaintiff began working for Defendant as a non-
10 exempt salesperson, and continued working in that capacity until July 12, 2019, when her
11 employment ended. During her employment, Plaintiff was classified as a non-exempt employee at
12 all times.

13 16. Plaintiff typically worked in excess of eight hours per shift, 3-5 days a week,
14 although there were occasions in which she worked 10-13 hour shifts. Plaintiff was required to work
15 through her meal and rest periods due to the nature of the business. Similarly, she was routinely
16 required to either cut short, entirely miss or take her first meal period after the end of the fifth hour
17 due to the nature of her job. Additionally, Defendant would also require Plaintiff to remain on the
18 premises and on-duty during her meal and rest periods. Plaintiff never once received a premium pay
19 for these late, short, missed or on-duty meal and rest periods.

20 17. Plaintiff was required to perform some of her work “off-the-clock.” For example,
21 when customers came into the store a prior to closing, she was required to clock out at closing time
22 but then continue to assist the customers with sales-related activities. These and other off-the-clock
23 activities would at times amount to over one hour of off-the-clock work in a shift.

24 18. In several pay periods, Plaintiff was compensated by an hourly wages, including
25 overtime wages, as well as a non-discretionary commission-based pay. In these pay periods,
26 Defendant failed to incorporate all non-discretionary forms of pay – namely her commission pay –
27 into the regular rates of pay for purposes of calculating the owed overtime rates.
28

19. Plaintiff was subject to Defendant's unlawful rounding/time-shaving system time that systematically deprived Plaintiff of compensable hours worked because it resulted in understating hours worked due to the rounding to the nearest quarter.

20. During her employment, Plaintiff failed to receive accurate wage statements in compliance with Labor Code section 226. Among other things, Plaintiff's paystubs did not include: (1) the correct total hours that Plaintiff worked during each pay period; (2) the correct overtime rate; (3) the correct total net wages.

21. Plaintiff's employment with Defendant ended on July 12, 2019, yet Plaintiff's final payroll check, dated August 30, 2019, was not timely provided to Plaintiff. Defendant failed to pay Plaintiff for all hours worked during her employment and upon the separation of employment, including but not limited to failing to pay Plaintiff for the minimum and overtime wages resulting from her "off-the-clock" work; Defendant's time rounding/shaving practice and Defendant's failure to incorporate commissions earned into her regular rate of pay for calculating overtime.

22. Plaintiff is informed and believes that Defendant engaged in these same unlawful practices with regard to all of the class members.

23. In sum, Plaintiff and the class members did not receive all wages for all hours worked because of Defendant's uniform policies and practices concerning the recording, calculation and payment of minimum and overtime wages. Plaintiff and class members were not paid for all hours worked and/or at the correct rates of pay. Defendant also required Plaintiff and class member to perform work off-the-clock. Defendant also did not provide Plaintiff and the class members with timely, duty-free and uninterrupted meal and rest periods, or with compensation in lieu thereof, as required by California law. Additionally, Defendant failed to provide accurate, itemized wage statements to Plaintiff and the class members, and failed to pay Plaintiff and the class members all wages due in a timely fashion during in employment and upon separation of of employment.

FIRST CAUSE OF ACTION

(Recovery of Unpaid Minimum Wages and Liquidated Damages -

Labor Code §§ 510, 1194 and 1194.2)

24. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

25. California law provides employees in California must be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. As alleged herein, Plaintiff and the class members regularly worked hours for which they were not compensated by Defendant as required by California law. They were required to perform off-the-clock work and were regularly interrupted during their meal periods and asked to do work for which they were not compensated. Plaintiff and the class members were also systematically deprived of compensable time because the time recording system implemented by Defendant would almost always, if not always, understate actual compensable work time due to the rounding. Defendant owes Plaintiff and class members at least minimum wage for this time hours worked, resulting in unpaid wages.

26. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the class members are entitled to recover all unpaid minimum time wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Recovery of Unpaid Overtime – Labor Code §510)

27. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

28. California law provides employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per day, and must be paid double wages for all hours worked in excess of 12 per day, unless they are exempt. As alleged herein, Plaintiff and the Class Members worked overtime hours for which they were not compensated by Defendant as required by California law. They were required to perform off-the-clock work and were occasionally interrupted during their meal periods and asked to do work for which they were not compensated. Defendant owes Plaintiff and class members overtime wages for this work where the addition of such hours would require payment at an overtime rate. Defendant also violated California's overtime laws by, among other things, failing to correctly calculate, or record at all, the total number of hours worked by Plaintiff and the class members (by virtue of its time-shaving rounding system). Additionally, Defendant failed to correctly calculate the regular rate

1 of pay for Plaintiff by, inter alia, failing to incorporate all non-discretionary forms of pay – for
2 example, non-discretionary bonus pay – into the regular rates of pay for purposes of calculating the
3 owed overtime rates, resulting in Defendant’s violation of California overtime laws.

4 Based on employees’ regular work schedules, Plaintiff and the class members worked a significant
5 amount of overtime each week for which they were not properly compensated.

6 29. Plaintiff and the class members are entitled to recover all unpaid overtime wages,
7 plus attorney’s fees and costs, in an amount to be proved at trial.

8 **THIRD CAUSE OF ACTION**

9 (Failure to Provide Meal Periods or Compensation in Lieu Thereof --

10 Labor Code § 226.7)

11 30. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

12 31. Under the Labor Code and IWC Wage Orders, Defendant were required to provide
13 Plaintiff and the class members with one 30-minute meal break free from all duties for all shifts
14 longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than
15 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an
16 employee’s total work period in a day is over five (5) hours but no more than six (6) hours, the
17 required meal period may be waived by mutual consent of the employer and employee, and (2) if
18 an employee’s total work period in a day is over ten (10) hours but no more than twelve (12) hours,
19 the required second meal period may be waived by mutual consent of the employer and employee,
20 but only if the first meal period was not waived. Employers covered by the Wage Orders have an
21 obligation to both (1) relieve their employees for at least one meal period for shifts over five hours
22 (see above), and (2) to record having done so. If the employer fails to properly record a valid meal
23 period, it is presumed no meal period was provided.

24 32. Plaintiff and class members regularly worked periods of more than five and ten hours
25 in a workday without being provided proper mandatory thirty-minute, duty-free meal periods. Upon
26 information and belief, Defendant failed to maintain a company meal period policy compliant with
27 California law. Plaintiff and class members were occasionally unable to take timely, thirty-minute
28 uninterrupted meal periods, particularly second meal periods. They were unable to avail themselves

1 of such breaks and were required to remain on-duty for such breaks for various reasons, including,
2 the pressures to meet sales/commissions quotas and the lack of relief workers available, commentary
3 from superiors or no breaks at all. Defendant regularly and routinely failed to provide Plaintiff and
4 other class members with a second meal period regardless of the number of hours they worked. Per
5 Defendant's illegal meal period policy/practice, Plaintiff and class members were not always
6 relieved of their duties for purposes of taking meal periods. Plaintiff was also verbally instructed
7 that she needed to remain on premises during meal periods; and, is informed and believes that
8 Defendant provided the same instructions to the class members. Defendant also failed to pay
9 Plaintiff and class members an additional hour of wages at their regular rates of pay for each
10 workday a meal period was not provided.

11 33. Defendant failed to provide Plaintiff and the class members with all required meal
12 periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff
13 and the class members are entitled to one additional hour's pay for each day a meal period was
14 missed, late or interrupted, all in an amount to be proved at trial.

15 **FOURTH CAUSE OF ACTION**

16 (Failure to Provide Rest Periods or Compensation in Lieu Thereof --

17 Labor Code § 226.7)

18 34. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

19 35. California law requires an employer to authorize or permit an employee to take a rest
20 period of ten minutes for every four hours worked, or major fraction thereof, and such rest periods
21 must be in the middle of the four-hour period insofar as practicable. If the employer fails to provide
22 any required rest periods, or fails to provide a fully compliant rest break of 10 minutes wherein the
23 employee is fully relieved of all duties and all employer control, the employer must pay the
24 employee one hour of pay at the employee's regular rate of compensation for each workday the
25 employer did not provide a legally required and/or fully compliant rest period.

26 36. Defendant employed policies and procedures that ensured Plaintiff and other class
27 members would not receive all legally required rest periods, as Defendant did not authorize and
28 permit all required rest periods in strict accordance to, and in compliance with, the timing

1 requirements of all applicable Wage Orders. Defendant similarly employed policies and procedures
2 that rendered rest periods non-compliant with the requirements of California law by, *inter alia*, only
3 providing Plaintiff and class members with a maximum of two rest breaks per shift regardless of the
4 number of hours worked, and failing to relieve Plaintiff and class members of all duties and all
5 employer control. Plaintiff and class members regularly worked enough hours to be entitled to three
6 rest breaks in a shift but Defendant only provided Plaintiff and class members with two rest breaks
7 regardless of the number of hours they worked. Defendant further employed policies and procedures
8 ensuring Plaintiff and class members did not receive premium wages to compensate them for
9 workdays they did not receive all legally required and fully compliant rest periods.

10 37. Defendant failed to provide Plaintiff and the class members with all required rest
11 periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff
12 and the class members are entitled to one additional hour's pay for each day a rest break was missed,
13 late or interrupted, all in an amount to be proved at trial.

14 **FIFTH CAUSE OF ACTION**

15 (Failure to Provide Accurate Wage Statements – Labor Code § 226)

16 38. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

17 39. Labor Code section 226(a) provides, in relevant part, that “[a]n employer,
18 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either
19 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
20 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
21 gross wages earned, (2) total hours worked by the employee . . . , (5) net wages earned, [and] (6)
22 the inclusive dates of the period for which the employee is paid . . . , (8) the name and address of
23 the legal entity that is the employer . . . , (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee”

25 40. Labor Code section 226(e) provides that “[a]n employee suffering injury as a result
26 of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
27 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
28 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent

1 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
2 an award of costs and reasonable attorney's fees.

3 41. Labor Code section 226.3 provides that "[a]ny employer who violates subdivision
4 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
6 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

8 42. Defendant knowingly and intentionally failed to provide Plaintiff and other class
9 members with proper, itemized wage statements as the wage statements provided by Defendant do
10 not accurately reflect, *inter alia*, gross wages earned, total hours worked, net wages earned, all
11 applicable hourly rates in effect during each pay period, all hours worked at each applicable hourly
12 rate.

13 43. Plaintiff and the class members were injured in that they could not promptly and
14 easily determined from the wage statement alone, the total hours worked, the net wages earned, all
15 applicable hourly rates in effect (including the overtime rate), all hours worked at each applicable
16 rate. Accordingly, Plaintiff and the class members are entitled to damages and penalties.

17 **SIXTH CAUSE OF ACTION**

18 (Failure to Timely Pay Wages During Employment and Upon Separation of Employment)

19 44. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

20 45. Labor Code section 204 requires employers to pay all wages (other than those
21 mentioned in Labor Code sections 201 , 201.3 , 202 , 204.1 , or 204.2) earned by any person in any
22 employment twice during each calendar month, on days designated in advance by the employer as
23 the regular paydays.

24 46. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
25 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
26 payable immediately."

27 47. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
28 employee not having a written contract for a definite period quits his or her employment, his or her

1 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
2 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
3 to his or her wages at the time of quitting.”

4 48. Defendant failed to pay Plaintiff and the class members all wages that were due and
5 owing during their employment; and, failed to Plaintiff and the class members who are former
6 employees all wages that were due and owing upon termination or resignation. Upon information
7 and belief, Defendant does not compensate its former employees final pay until the close of the
8 current or subsequent pay period, which resulted in the systematic late payment of final wages to
9 Plaintiff and the class members. Additionally, Plaintiff and the class members were not paid for the
10 all hours worked, including off-the-clock work such as sales activities occurring after the end of
11 their shifts or during meal periods as well as time worked shaved off from Defendant’s rounding
12 policy and practice.

13 49. Plaintiff and the class memenrs thefore seeks damages and penalties.

14 **SEVENTH CAUSE OF ACTION**

15 (Failure to Maintain Accurate Records)

16 50. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

17 51. California Labor Code sections 226 and 1174-75 require an employer to keep
18 accurate records of all hour an employee works.

19 52. California Labor Code section 1174.5 provides that “[a]ny person employing labor
20 who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate
21 and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil
22 penalty of five hundred dollars (\$500).”

23 53. Section 7(A)(3) of the IWC Wage Orders similarly requires an employer to keep
24 accurate records showing the when an employee begins and end each work period and meal period.

25 54. Plaintiff is informed and believes that Defendant failed to maintain accurate records
26 in compliance with these statutes. Among other things, Defendant failed to record the off-the-clock
27 time that Plaintiff and the class members were required to work; and, they failed to record when
28 employees’ meal periods began and ended. Additionally, the time shaving, implemented by and

1 through Defendant's unlawful rounding policies and/or procedures, resulted to maintain accurate
2 records in compliance with these statutes.

3 55. Plaintiff and the class members therefore seek damages and penalites as a result of
4 these violations.

5 **NINTH CAUSE OF ACTION**

6 (Violation of Unfair Competition Law – Bus. & Prof. Code § 17200, *et seq.*)

7 56. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

8 57. Defendant's failure, *inter alia*, to pay all wages earned and failure to pay all overtime
9 wages earned, failure to provide all required meal and rest periods or compensation in lieu thereof,
10 failure to58maintain accurate records, failure to timely pay wages, and failure to provide accurate
11 itemized wage statements, all in violation of the Labor Code and Wage Orders, constitutes an
12 unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions Code
13 sections 17200, et seq.

14 58. Pursuant to Business & Professions Code section 17203, Plaintiff and the class
15 members are entitled to restitution of all unpaid wages, unreimbursed expenses, and other sums
16 owed, plus attorney's fees and costs, in an amount to be proved at trial.

17 **TENTH CAUSE OF ACTION**

18 (Violation of Private Attorneys General Act of 2004 – Labor Code §§ 2698, et seq.)

19 59. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

20 60. Plaintiff gave timely written notice by certified mail to Defendant of the violations
21 of various provisions of the California Labor Code as alleged in this complaint and filed notice of
22 the violations online with the Labor and Workforce Development Agency ("LWDA").

23 61. The LWDA did not provide notice of its intention to investigate Defendant's
24 violations after expiration of the 65-day waiting time period, or at any time. Defendant also failed
25 to cure within the time allotted by PAGA and Labor Code section 2810.3. Consequently, Plaintiff's
26 right to file the instant lawsuit then duly accrued.

27 62. Plaintiff is an "Aggrieved Employee" under PAGA, as he was employed by
28 Defendant during the applicable statutory limitations period and suffered one or more of the Labor

1 Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all
2 other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus
3 reasonable attorney's fees and costs.

4 63. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
6 969. Therefore, class certification of the PAGA claims is not required.

7 64. Therefore, under the provisions of PAGA and Labor Code sections 201-202, 203,
8 204, 210, 221-223, 225.5, 226, 226.3, 226.7, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5,
9 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and all applicable Wage Orders as well as all
10 interpretations of these laws by California Courts and administrative bodies, as well as any other
11 law that is enforceable through PAGA, Defendant are liable for the following penalties:

- 12 (i) All statutorily-specified penalties recoverable under PAGA as enumerated in the
13 relevant California Labor Code provisions listed herein only if permitted by the
14 PAGA statute; and
15 (ii) Default PAGA penalties for any violation of the enumerated list of Labor Code
16 violations without a civil penalty recoverable under the PAGA, all in the default
17 amounts provided by Labor Code section 2699(f).

18 65. The proper measure of penalties under PAGA is the number of violations, whether
19 those violations were committed as against Plaintiff or any Aggrieved Employee, whether a party
20 to this action or not.

21 66. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
22 Plaintiff is entitled to recover civil penalties, costs, and attorney's fees.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for relief and judgment as follows on behalf of herself, the
25 class members and aggrieved employees:

- 26 1. For an order that the action, be certified as a class action;
27 2. For an order that Plaintiff, be appointed class representative;
28 3. For an order that counsel for Plaintiff be appointed class counsel;

4. For compensatory damages according to proof;
5. For an order requiring Defendant to make restitution of all amounts wrongfully withheld from Plaintiff and the class;
6. For pre-judgment interest as permitted by law;
7. For civil penalties according to proof, including PAGA penalties;
8. Attorney's fees and costs reasonably incurred; and
9. Such other and further relief that the Court deems just and proper.

Dated: August 22, 2020

CROSNER LEGAL, APC



Blake Jones
Zachary Crosner
Michael Crosner
Brittany Armstrong
Attorneys for Plaintiff
ELAINE MOYAL

DEMAND FOR JURY TRIAL

Plaintiff, ELAINE MOYAL demands a trial by jury on all claims so triable.

Dated: August 22, 2020

CROSNER LEGAL, P.C.



Blake Jones
Zach Crosner
Michael Crosner
Brittany Armstrong
Attorneys for Plaintiff
ELAINE MOYAL