

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

MAY 29 2020

BY 
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PALACIO individually and on behalf of others
similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CECILIA RUBIO PALACIO individually and on
behalf of others similarly situated and aggrieved,

Plaintiff,

v.

GEODIS LOGISTICS, LLC, a Tennessee limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CIV DS 2009606**

COMPLEX – CLASS ACTION

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages
6. Failure to Pay All Wages Due to
Discharged and Quitting Employees
7. Failure to Furnish Accurate Itemized Wage
Statements
8. Failure to Maintain Required Records
9. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties under the Labor Code Private
Attorneys General Act

DEMAND FOR JURY TRIAL

200611-0124 
200611-0124 

1 **NATURE OF ACTION**

2 1. Plaintiff CECILIA RUBIO PALACIO ("PLAINTIFF"), brings this class action and
3 representative action case on behalf of herself and all other similarly situated and aggrieved current and
4 former non-exempt employees, who worked in the State of California for defendant GEODIS
5 LOGISTICS, LLC, a Tennessee limited liability company; and DOES 1 through 50 inclusive
6 (collectively, "DEFENDANTS"), against DEFENDANTS to remedy DEFENDANTS' illegal wage
7 payment policies and practices during the relevant statutory periods, for which PLAINTIFF seeks
8 damages, restitution, penalties, injunctive relief, interest, attorneys' fees and costs, and all other legal
9 and equitable remedies deemed just and proper under California law.

10 **JURISDICTION AND VENUE**

11 2. The Superior Court of the State of California has jurisdiction in this matter because, at all
12 relevant times, PLAINTIFF was a resident of the State of California and PLAINTIFF is informed and
13 believes that DEFENDANTS are qualified to do business in California and regularly conduct business in
14 California. Furthermore, no federal question is at issue because PLAINTIFF'S claims are based solely
15 on California law.

16 3. Venue is proper in this judicial district and the County of San Bernardino, California
17 because PLAINTIFF and persons similarly situated and aggrieved performed work for DEFENDANTS
18 in the County of San Bernardino, DEFENDANTS maintain offices and facilities and transact business in
19 the County of San Bernardino, and because DEFENDANTS' illegal payroll policies and practices which
20 are the subject of this action were applied to PLAINTIFF and other persons similarly situated and
21 aggrieved, in the County of San Bernardino.

22 **PLAINTIFF AND CLASS MEMBERS**

23 4. PLAINTIFF, at all time relevant to this action, was a resident of the State of California
24 and is now a former employee of DEFENDANTS.

25 5. PLAINTIFF, on behalf of herself and other similarly situated and aggrieved current and
26 former non-exempt employees of DEFENDANTS in the State of California at any time during the four
27 (4) years preceding the filing of this action, and continuing while this action is pending, bring this class
28 and representative action to recover, among other things: wages and penalties from unpaid wages earned

1 and due, including, but not limited to, unpaid minimum wages, unpaid and illegally calculated overtime
2 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
3 quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in
4 discharging their duties, failure to provide accurate itemized wage statements, failure to maintain
5 required records, and interest, attorneys' fees, costs, and expenses.

6 6. PLAINTIFF brings this action on behalf of herself and the following similarly situated
7 class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of
8 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to
9 the filing of this action and until the time it settles or proceeds to final judgment (the "CLASS
10 PERIOD").

11 7. PLAINTIFF reserves the right to name additional class representatives.

12 **DEFENDANTS**

13 8. PLAINTIFF is informed and believes, and thereon allege, that defendant GEODIS
14 LOGISTICS, LLC ("DEFENDANT") is, and at all times relevant to this action was, a limited liability
15 company organized and existing under the laws of the State of California with a principal place of
16 business located at 5650 E. Santa Ana Street, Ontario, California 91761. PLAINTIFF is further informed
17 and believes, and thereon allege, that DEFENDANT is, and at all times relevant to this action was,
18 authorized to conduct and did conduct business in the State of California including in offices and
19 facilities in the County of San Bernardino.

20 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFF at this time, and PLAINTIFF therefore sue such DOE defendants under fictitious names.
22 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is
23 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF'S and
24 CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct
25 of such DOE defendants. PLAINTIFF will seek leave of court to amend this Complaint to allege the
26 true names and capacities of such DOE defendants when ascertained.

27 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, at all
28 times relevant to this action, committed acts and omissions in concert with each other. PLAINTIFF is

1 informed and believes, and thereon alleges, that at all times relevant hereto, DEFENDANTS were the
2 joint employers, alter egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals,
3 sisters, related entities, co-conspirators, agents, partners, joint venturers, servants, joint enterprisers,
4 and/or guarantors, actual or ostensible, of each other. PLAINTIFF is informed and believes, and thereon
5 alleges, that each of the DEFENDANTS was completely dominated by his, her or its co-defendant and
6 had authority, actual or ostensible, to perform the actions alleged herein, unless alleged otherwise.

7 11. PLAINTIFF is informed and believes, and thereon alleges, that to the extent that certain
8 actions and omissions were perpetrated by certain DEFENDANTS, the remaining DEFENDANTS
9 condoned, authorized, and ratified such acts and omissions. Accordingly, whenever PLAINTIFF alleges
10 that any of the DEFENDANTS or DEFENDANTS' employees or agents, committed an act or omission,
11 PLAINTIFF attributes such allegations to each of the DEFENDANTS individually, jointly, and
12 severally. PLAINTIFF further attributes such allegations to each DEFENDANTS' employees and agents
13 because they acted on behalf of DEFENDANTS within the course and scope of their employment and
14 agency.

15 12. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF
16 and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet
17 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

18 **CLASS ACTION ALLEGATIONS**

19 13. This action is appropriately suited for a Class Action because:

20 a. The potential class is a significant number. Joinder of all current and former
21 employees individually would be impractical.

22 b. This action involves common questions of law and fact with respect to the
23 potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll
24 practices and policies, which were applied to all non-exempt employees in violation of the California
25 Labor Code, the applicable IWC Wage Order, and the California Business and Professions Code which
26 prohibits unfair business practices arising from such violations.

27 c. PLAINTIFF'S claims are typical of CLASS MEMBERS' claims because
28 DEFENDANTS subjected all non-exempt employees to identical violations of the California Labor

1 Code, the applicable IWC Wage Order, and the California Business and Professions Code.

2 d. PLAINTIFF is able to fairly and adequately protect the interests of all CLASS
3 MEMBERS because it is in PLAINTIFF'S best interest to prosecute the claims alleged herein to obtain
4 full compensation due to PLAINTIFF and CLASS MEMBERS for all services rendered and hours
5 worked.

6 **FIRST CAUSE OF ACTION**

7 **Failure to Provide Required Meal Periods**

8 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]**

9 **(Against all DEFENDANTS)**

10 14. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set
11 forth herein.

12 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
13 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required,
14 permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than a 30-minute meal
15 period, or to work through them, and have failed to otherwise provide the required meal periods to
16 PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code §§ 226.7, 512 and IWC Wage
17 Order No. 9-2001, § 11.

18 16. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
19 No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided
20 with a meal period, in accordance with the applicable wage order, one additional hour of compensation
21 at each employee's regular rate of pay for each workday that a meal period was not provided.

22 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and
23 IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all
24 hours worked during their meal periods.

25 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
26 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and
27 due, interest, penalties, expenses, and costs of suit.

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SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]

(Against all DEFENDANTS)

19. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set forth herein.

20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 9-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]

(Against all DEFENDANTS)

23. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set forth herein.

24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in

1 any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of
2 work in any workweek.

3 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
4 entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001.
5 During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS
6 MEMBERS for all overtime hours worked as required under the foregoing provisions of the California
7 Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1
8 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage
9 Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
10 off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through
11 meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
12 MEMBERS worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records;
13 failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each
14 pay period; and by other methods to be discovered.

15 26. In violation of California law, DEFENDANTS have knowingly and willfully refused to
16 perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and
17 all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and
18 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on
19 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform
20 their obligations under state law, all to their respective damages in amounts according to proof at time of
21 trial, and within the jurisdiction of this Court.

22 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194,
23 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203,
24 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC
25 Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
26 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]

(Against all DEFENDANTS)

28. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set forth herein.

29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

31. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay Timely Wages During Employment

[Cal. Labor Code § 204]

(Against All DEFENDANTS)

32. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set

1 forth herein.

2 33. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
3 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
4 between the 16th and 26th day of the month during which the labor was performed. California Labor
5 Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
6 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of
7 the following calendar month. In addition, California Labor Code § 204 provides that all wages earned
8 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
9 payroll period.

10 34. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay
11 PLAINTIFF and CLASS MEMBERS all the wages they earned when due as required by California
12 Labor Code § 204.

13 35. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as
14 provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one
15 hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two
16 hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the
17 amount unlawfully withheld, for each subsequent violation.

18 36. DEFENDANTS' conduct described herein violates California Labor Code § 204. As a
19 proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
20 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200,
21 210, 226, 558, 1194, 1197.1 and other applicable provisions under the Labor Code and IWC Wage
22 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed
23 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

26 **[Cal. Labor Code §§ 201, 202, 203]**

27 **(Against all DEFENDANTS)**

28 37. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set

1 forth herein.

2 38. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are required to
3 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
4 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the
5 time of discharge are due and payable immediately.

6 39. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to
7 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
8 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
9 which case the employee is entitled to his or wages at the time of quitting.

10 40. California Labor Code § 203 provides that if an employer willfully fails to pay, in
11 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or
12 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the
13 employee at the same rate for up to 30 workdays.

14 41. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages
15 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor
16 Code §§ 201 and 202.

17 42. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
18 penalties, including the waiting time penalties provided in California Labor Code § 203, together with
19 interest thereon, as well as other available remedies.

20 43. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
21 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the
22 time of trial, but not in excess of the jurisdiction of this Court, and are entitled to recovery of such
23 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

24 **SEVENTH CAUSE OF ACTION**

25 **Failure to Furnish Accurate Itemized Wage Statements**

26 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**

27 **(Against all DEFENDANTS)**

28 44. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set

1 forth herein.

2 45. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
3 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS
4 knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226,
5 1174, and IWC Wage Order No. 9-2001, § 7, including, but not limited to, the following records: total
6 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time
7 records showing when each employee begins and ends each work period; and accurate itemized
8 statements.

9 46. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
10 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to
11 all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are
12 entitled to all available statutory penalties, including, but not limited to, civil penalties pursuant to
13 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
14 attorneys' fees, including, but not limited to, those provided in California Labor Code § 226(e), as well
15 as other available remedies.

16 **EIGHTH CAUSE OF ACTION**

17 **Failure to Maintain Required Records**

18 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

19 **(Against all DEFENDANTS)**

20 47. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set
21 forth herein.

22 48. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF
23 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each
24 employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name
25 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all
26 applicable hourly rates in effect during each pay period and the corresponding number of hours worked
27 at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

28 49. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to

provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including, but not limited to, civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including, but not limited to, those provided in California Labor Code § 226(e), as well as other available remedies.

NINTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

51. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set forth herein.

52. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

53. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including, but not limited to, expenses for cell phone use and other employment-related expenses, in violation of California Labor Code § 2802.

54. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in

1 California Labor Code § 2802(c), as well as other available remedies.

2 **TENTH CAUSE OF ACTION**

3 **Unfair and Unlawful Business Practices**

4 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

5 **(Against all DEFENDANTS)**

6 55. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-13 as if fully set
7 forth herein.

8 56. Each and every one of DEFENDANTS' acts and omissions in violation of the California
9 Labor Code and/or the applicable IWC Wage Order as alleged herein, including, but not limited to,
10 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and
11 refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
12 compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure
13 and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and
14 refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain
15 required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
16 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an
17 unfair and unlawful business practice under California Business and Professions Code §§ 17200, *et seq.*

18 57. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
20 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
21 MEMBERS.

22 58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest
23 periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
25 report, and pay the correct sums of assessment to the state authorities under the California Labor Code
26 and other applicable regulations.

27 59. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS
28 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF,

1 CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-
2 gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

3 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS
4 MEMBERS to seek preliminary and permanent injunctive relief, including, but not limited to, orders
5 that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the
6 wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS
7 are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to
8 proof at the time of trial, but not in excess of the jurisdiction of this Court.

9 **ELEVENTH CAUSE OF ACTION**

10 **Representative Action for Civil Penalties**

11 **[Cal. Labor Code §§ 2698–2699.5]**

12 **(Against DEFENDANTS)**

13 61. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-60 as if fully set
14 forth herein.

15 62. PLAINTIFF is an “aggrieved employees” within the meaning of California Labor Code
16 § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and
17 former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code
18 § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged violations of the
19 California Labor Code were committed against PLAINTIFF.

20 63. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
21 §§ 2698, *et seq.*, PLAINTIFF seeks to recover civil penalties, including, but not limited to, penalties
22 under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, and IWC Wage Order
23 No. 9-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above,
24 including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,
25 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award of reasonable
26 attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

27 64. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written notice by online
28 filing with the California Labor and Workforce Development Agency (“LWDA”) and by certified mail

1 to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders
 2 PLAINTIFF alleges DEFENDANTS have been violated along with the facts and theories supporting the
 3 alleged violations. PLAINTIFF'S notice to the LWDA was accompanied by PLAINTIFF'S payment of
 4 \$75.00 filing fee. Because the LWDA did not provide PLAINTIFF with notice of its intent to investigate
 5 the alleged violations in the 65 calendar days that have lapsed, PLAINTIFF has complied with all of the
 6 requirements set forth in California Labor Code § 2699.3 to commence a representative action against
 7 DEFENDANTS on behalf of herself and other similarly aggrieved employees of DEFENDANTS.
 8 Therefore, PLAINTIFF has complied with all of the requirements set forth in California Labor Code
 9 § 2699.3 to commence a representative action under PAGA.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, PLAINTIFF, individually, and on behalf of all other persons similarly situated
 12 and aggrieved, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
 13 and each of them, as follows:

- 14 1. For compensatory damages in an amount to be ascertained at trial;
- 15 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as
 16 disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 17 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
 18 IWC Wage Order No. 9-2001;
- 19 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 20 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating
 21 the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in
 22 the unlawful business practices complained of herein;
- 23 6. For waiting time penalties pursuant to California Labor Code § 203;
- 24 7. For statutory and civil penalties according to proof, including, but not limited to, all
 25 penalties authorized by the California Labor Code §§ 226(e) and 2699;
- 26 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§
 27 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing
 28 for pre-judgment interest;

1 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
2 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for
3 attorneys' fees and costs;

4 10. For declaratory relief;

5 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
6 Seventh, Eighth, and Ninth Causes of Action as a class action;

7 12. For an order appointing PLAINTIFF as a class representative and PLAINTIFF'S counsel
8 as class counsel; and

9 13. For such further relief that the Court may deem just and proper.

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11 DATED: May 1, 2020

Respectfully Submitted,
MATERN LAW GROUP, PC

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13
14 By: 

MATTHEW J. MATERN
JOSHUA D. BOXER
NEIL M. LARSEN

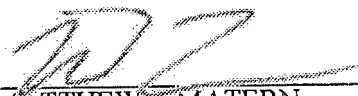
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16 Attorneys for Plaintiff CECILIA RUBIO
17 PALACIO individually and on behalf of others
18 similarly situated and aggrieved
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable by jury as of right.

DATED: May 1, 2020

Respectfully Submitted,
MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
JOSHUA D. BOXER
NEIL M. LARSEN
Attorneys for Plaintiff CECILIA RUBIO
PALACIO individually and on behalf of others
similarly situated and aggrieved