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

ALMA MATEOS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

MILLENNIUM PRODUCTS, INC., a
California Corporation; and Does 1 through 10,
inclusive.

Defendants.

AMANCIO PALACIOS, an individual;
ELDER MORALES, an individual; ISIDRO
GARCIA, an individual; SIMON ROJAS, an
individual; LUIS LUARCA, an individual;
OSCAR COC, an individual; SERGIO LOPEZ,
an individual; and FRANKLIN GUARDADO,
an individual; all individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

MILLENNIUM PRODUCTS, INC., a
California Corporation; SELECT
SPECIALIZED STAFFING, INC., a California
Corporation; and Does 1-100, inclusive,

Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL - 9 2014

Sherri R. Carter, Executive Officer/Clerk
By: Maria C. Concepcion, Deputy

Case No. BC521172
R/T BC521714

Hon. Jane Johnson, Dept. 308 – CCW

CLASS ACTION

**CONSOLIDATED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF:**

1. FAILURE TO PAY OVERTIME
COMPENSATION [Cal. Lab. Code
§§ 510, 1194, 1198]
2. FAILURE TO PROVIDE MEAL
PERIODS [Cal. Lab. Code §§ 226.7,
512; 8 Cal. Code Regs. § 11010]
3. FAILURE TO PROVIDE REST
PERIODS [Cal. Lab. Code §§ 226.7,
512; 8 Cal. Code Regs. § 11010]
4. FAILURE TO PROVIDE
ITEMIZED STATEMENTS [Cal.
Lab. Code § 226]
5. FAILURE TO PAY MINIMUM
WAGES [Cal. Lab. Code § 1194]
6. FORFEITURE OF VACATION
WAGES [Cal. Lab. Code § 227.3]
7. FAILURE TO PAY WAGES UPON
TERMINATION OF
EMPLOYMENT [Cal. Lab. Code §
203]
8. FAILURE TO REIMBURSE
BUSINESS EXPENSES [Cal. Lab.
Code § 2800, 2802]
9. FAILURE TO PROVIDE
ADEQUATE SEATING [Cal. Lab.

Code § 1198; Cal. Code Regs. § 11010(14)]
10. UNFAIR COMPETITION [Cal. Bus & Prof. Code 17200 et seq.]
11. REPRESENTATIVE ACTION UNDER PAGA [Cal. Lab. Code 2699 et seq.]

Mateos Action Filed: September 12, 2013
Palacios Action Filed: September 18, 2013
Trial Date: None Set

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1 Plaintiffs ALMA MATEOS, AMANCIO PALACIOS, ELDER MORALES, ISIDRO
2 GARCIA, SIMON ROJAS, LUIS LUARCA, OSCAR COC, SERGIO LOPEZ, and
3 FRANKLIN GUARDADO (“Plaintiffs”), individually, and behalf of all others similarly
4 situated, allege knowledge as to their own, and upon information and belief as to all other
5 matters, as follows:

6 **PARTIES**

7 1. Plaintiff ALMA MATEOS (hereinafter “Mateos”) is and was, at all times
8 mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff
9 was employed as an hourly non-exempt employee by Defendant Millennium Products, Inc.

10 2. Plaintiff AMANCIO PALACIOS (hereinafter “Palacios”) is and was, at all
11 times mentioned herein, a resident of the County of Los Angeles, State of California.
12 Plaintiff has been employed in Los Angeles County by the Defendants as a non-exempt
13 employee since in or around September 2012.

14 3. Plaintiff ELDER MORALES (hereinafter “Morales”) is and was, at all times
15 mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff
16 has been employed in Los Angeles County by the Defendants as a non-exempt employee
17 since in or around September 2012.

18 4. Plaintiff ISIDRO GARCIA (hereinafter “Garcia”) is and was, at all times
19 mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff
20 has been employed in Los Angeles County by the Defendants as a non-exempt employee
21 since in or around August 2012.

22 5. Plaintiff SIMON ROJAS (hereinafter “Rojas”) is and was, at all times
23 mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff
24 was employed in Los Angeles County by the Defendants as a non-exempt employee from
25 in or around August 2012 to September 2013.

26 6. Plaintiff LUIS LUARCA (hereinafter “Luarca”) is and was, at all times
27 mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff
28

was employed in Los Angeles County by the Defendants as a non-exempt employee from in or around January 2013 to September 2013.

7. Plaintiff OSCAR COC (hereinafter “Coc”) is and was, at all times mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff was employed in Los Angeles County by the Defendants as a non-exempt employee from in or around August 2012 to August 2013.

8. Plaintiff SERGIO LOPEZ (hereinafter “Lopez”) is and was, at all times mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff has been employed in Los Angeles County by the Defendants as a non-exempt employee since in or around August 2012.

9. Plaintiff FRANKLIN GUARDADO (hereinafter “Guardado”) is and was, at all times mentioned herein, a resident of the County of Los Angeles, State of California. Plaintiff was employed in Los Angeles County by the Defendants as a non-exempt employee from in or around May of 2013 to August 2013.

10. Plaintiffs Alma Mateos, Amancio Palacios, Elder Morales, Isidro Garcia, Simon Rojas, Luis Luarca, Oscar Coc, Sergio Lopez, and Franklin Guardado are hereinafter collectively referred to as “Plaintiffs.”

11. Plaintiffs are informed and believe, and thereon allege that Defendant Millennium Products, Inc. (hereinafter “Millennium”) is and was, at all times mentioned herein:

(a) A California Corporation that at all times relevant hereto was authorized to, and did business within, the County of Los Angeles, State of California;

(b) The employer of Plaintiffs, and the current or former employer of the members of the putative Class

(c) Paid Plaintiffs, and all putative Class members at an hourly rate; and

(d) Failed for properly pay Plaintiff, and the putative Class members, for all time worked; for missed rest and meal periods; for wages upon termination and, failed

1 to provide Plaintiffs and the putative Class members with accurate itemized wage
2 statements. Each of these transgressions was in violation of the California Labor Code.

3 12. Plaintiffs are ignorant of the true names of DOES 1-10, inclusive, and have
4 therefore sued them by the above names, which are fictitious. Plaintiffs will amend this
5 Complaint by inserting the true names in lieu of the fictitious names, together with apt and
6 proper charging words, when true names are ascertained. Plaintiffs are informed and
7 believe, and thereon allege, that each of the Defendants designated in this Complaint as
8 DOE is responsible and liable to Plaintiffs and the Class, as defined below, in some manner
9 for the events, happenings, and contentions referred to in this Complaint. All references in
10 this Complaint to Defendants shall be deemed to include all DOE Defendants.

11 13. Plaintiffs are informed and believe, and thereon allege, that each Defendant,
12 including DOES, was and is the agent, employee, servant, subsidiary, partner, member,
13 associate or representative of each other Defendant, including DOES, and all of the things
14 alleged to have been done by the Defendants, and each of them, were done in the course
15 and scope of the agency, employment, service, or representative relationship and with the
16 knowledge and consent of their respective principals, employers, masters, parent
17 corporations, partners, members, associates, or representatives.

18 14. Plaintiffs are informed and believe, and thereon allege that Defendants,
19 including Does 1through 10, inclusive, knowingly and willfully acted in concert, conspired
20 and agreed together among themselves and entered into a combination and systematized
21 campaign of activity to inter alia damage Plaintiffs, and the putative Class, and to otherwise
22 consciously, intentionally, recklessly, and or negligently act in derogation of Plaintiffs'
23 rights, and those of the putative Class. This conspiracy and/or concerted action on the part
24 of the Defendants was such that, on information and belief, Defendants represented a
25 unified body such that the actions of one Defendant were accomplished in concert with, and
26 with the knowledge, ratification, authorization, and approval of each of the other
27 Defendants.

15. Defendants Millennium Products, Inc. and DOES 1-10 are hereinafter collectively referred to as “Defendants.”

JURISDICTION AND VENUE

16. The unlawful practices and tortious conduct complained of herein occurred in the County of Los Angeles, State of California.

17. This Court has jurisdiction over this Complaint pursuant to Cal. Code of Civ. Proc. 410.10. This action is brought pursuant to Cal. Code of Civ. Proc. 382, the procedural provisions of Fed. R. Civ. Proc., Rule 23, and Cal. Bus. & Proc. Code 17200 et seq. The Plaintiffs bring this complaint on behalf of themselves, as well as on behalf of all persons in the class as defined in Paragraph 21 below, and as private attorneys general on behalf of the general public.

18. The monetary and equitable relief sought by Plaintiffs on behalf of themselves, and the Class defined below exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof. Venue as to all Defendants is proper in this judicial district pursuant to Code of Civil Procedure sections 393, 395, and 395.5, as the acts complained of herein occurred in the County of Los Angeles. The Defendants either reside, work, own, maintain offices, transact business, have an agent or agents within the County of Los Angeles, or are otherwise found within the County of Los Angeles, and Defendants are within the jurisdiction of this court for purposes of services of process.

19. At all times relevant hereto, Defendants employed persons and conducted business operations in California. Therefore, Defendants are subject to the provisions of the California Labor Code, the applicable order(s) issued by the Industrial Welfare Commission (“IWC”), the California Business and Professions Code sections 17200 et seq., and other relevant California law.

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CLASS ALLEGATIONS

20. Plaintiffs bring this action pursuant to Code of Civil Procedure section 382 on behalf of themselves and the Class described below. Plaintiffs seek to represent the following Class which is comprised of and defined as follows:

All current and former employees of Defendants who were employed as non-exempt employees anywhere in California, within four years prior to the filing of this Complaint and continuing thereafter (hereinafter the "Class Period").

21. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure 382 because there exists a well-defined community of interest among the Class, and the Class is readily ascertainable for the following reasons:

a. Numerosity: The members of the Class are so numerous that joinder of all members in a single action would be impractical, if not impossible. The identity of the members of the class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiffs allege on information and belief that the members of the Class exceed one hundred (100) persons.

b. Typicality: The Plaintiffs' claims are typical of the claims of the rest of the Class, and Plaintiffs will fairly and adequately represent the interests of the Class. Plaintiffs and all Class Members sustained injuries arising out of actions or inactions of Defendants' common course of conduct in violation of law as alleged herein.

c. Commonality: There are questions of law and fact common to the Plaintiffs and the Class that predominate over any questions affecting only individual members of the Class. Specifically, the following common issues of fact or law predominate and make this action superior to individual actions:

(i) Whether Plaintiffs and the rest of the Class are entitled to recover damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants have used uniform policies and procedures that have consistently violated California labor laws and regulations and caused Plaintiffs and the rest of the Class to suffer the same or similar injuries;

(ii) Whether Defendants failed to provide Plaintiffs and the rest of the Class with meal periods, as required by Labor Code sections 226.7(a) and 512(a) and the applicable IWC order;

(iii) Whether Defendants failed to provide Plaintiffs and the rest of the Class with rest periods, as required by Labor Code section 226.7(a) and the applicable IWC order;

(iv) Whether Defendants failed to pay all overtime wages owed to Plaintiffs and the rest of the Class, in violation of Labor Code sections 510 and 1194;

(v) Whether Defendants failed to pay all minimum wages owed to Plaintiffs and the rest of the Class, in violation of Labor Code section 1194;

(vi) Whether Defendants failed to provide accurate, itemized wage statements, as required by Labor Code section 226(a);

(vii) Whether Defendants failed to pay Plaintiffs or the rest of the Class all vested vacation wages;

(viii) Whether Defendants failed to pay wages due Plaintiffs or the rest of the Class immediately upon the member of the Class being discharged or within seventy-two (72) hours of the member quitting, as required by Labor Code sections 201 and 202;

(ix) Whether Defendants failed to reimburse Plaintiffs and class members for all necessary business expenses incurred;

(x) Whether Defendants failed to provide seating to Plaintiffs and class members as required by California Code of Regulations, Title 8, section 11010, subsection 14;

Whether Defendants' practices constitute unfair, fraudulent, or illegal business practices under Business and Professions Code section 17200 et seq.;

(xi) Whether Defendants' failure to pay Plaintiffs and the rest of the Class all wages or other amounts due them constitutes conversion; and

1 (xii) Whether Defendants terminated or the forced the resignation of
2 employees who suffered workplace injuries.

3 d. Adequacy of Representation: Plaintiffs are qualified to, and will
4 fairly and adequately protect the interests of each Class member, with whom each Plaintiff
5 has a well-defined community of interest and typicality of claims, as demonstrated herein.
6 Plaintiffs individually and collectively have no interest that is adverse to the interests of the
7 other Class members in general or of any Class members specifically. Plaintiffs
8 acknowledge that each has an obligation to make known to the Court any relationship,
9 conflicts or differences with any Class member. Plaintiffs' attorneys and proposed Class
10 counsel are versed in the rules governing class action discovery, certification, and
11 settlement. Plaintiffs have incurred, and during the pendency of this action, will continue
12 to incur, costs and attorney fees, that have been, are and will be necessarily expended for
13 the prosecution of this action for the substantial benefit of each Class member;

14 e. Superiority of Class Action: A class action is superior to other
15 available means for the fair and efficient adjudication of this controversy. Individual
16 joinder of all Class Members is not practicable, and common questions of law and fact
17 affecting the Class predominate over any questions affecting only individual members of
18 the Class. Each Class Member has been damaged and is entitled to recover by reason of
19 Defendants' illegal policies and/or practices. Class action treatment will allow those
20 similarly situated persons to litigate their claims in the manner that is most efficient and
21 economical for the parties and the judicial system; and

22 f. Public Policy Consideration: California employers violate wage and
23 hour laws every day. Current employees are often afraid to assert their rights out of fear of
24 direct or indirect retaliation. Former employees are fearful of bringing actions because
25 they believe their former employers can damage their future endeavors through negative
26 references and other means. Class actions provide the class members who are not named in
27 the complaint with a type of anonymity that allows for the vindication of their rights.
28

23. In addition, even if feasible, individual actions by each member of the Class would create a substantial risk of (i) inconsistent or varying adjudications with respect to the claims of each member against Defendants, which in turn could establish incompatible standards of conduct for Defendants, and/or (ii) adjudications with respect to individual members that would, practically speaking, be dispositive of the interests of the other members. Furthermore, the claims of each individual member of the Class are not sufficiently large to make it economically feasible to bring each member's claims on an individual basis.

24 24. Defendant MILLENNIUM manufactures specialty fruit and energy drinks for
25 the California marketplace. Specifically, Defendant Millennium operates a large
26 manufacturing and bottling facility in Vernon, California.

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1 25. Defendants' production facilities require the use of hundreds of production
2 line workers. These workers are primarily responsible for brewing, bottling, and
3 distribution of the well-known drinks Kombucha and Synergy.

4 26. The conditions at the MELLINNIUM facility were abhorrent. Plaintiff and
5 all of the workers would be physically locked in the warehouse and virtually placed under
6 guard. The conditions were so inhumane that when state food and health inspectors would
7 arrive, Plaintiff would be herded into a large room with the other employees so the
8 inspectors could not see how many employees there were, and the conditions under which
9 they were being required to perform their work.

10 27. Plaintiffs are informed and believe, and thereon allege, that during the Class
11 Period, Defendants employed Plaintiffs and the rest of the Class as non-exempt, hourly-
12 paid employees at their business located in Vernon, California. On information and belief,
13 Plaintiffs allege that Defendants adopted and maintained uniform policies, practices, and
14 procedures governing the working conditions of, and payment of wages to, Plaintiffs and
15 the rest of the Class. As alleged below, Defendants' uniform policies, practices and
16 procedures violate California's labor laws, constitute unfair, fraudulent or illegal business
17 practices under Business & Professions Code section 17200 et seq., and constitute
18 conversion of Plaintiffs and the rest of the class' property.

19 28. During the Class Period, Defendants scheduled Plaintiffs and similarly
20 situated employees to work approximately 16-18 hours per day, and up to 20 hours in a
21 single day, for a minimum of 5 days per week, Monday through Friday. In addition,
22 Defendants routinely directed Plaintiffs and similarly situated employees to work for 16-18
23 hours on Saturdays. Consequently, Plaintiffs and similarly situated employees often
24 worked 96 hours per week.

25 29. During the Class Period, Defendants paid Plaintiffs and similarly situated
26 employees at a regular rate of \$8.50 per hour. However, Plaintiffs and similarly situated
27 employees were not paid at an overtime rate whenever they worked in excess of 8 hours in
28 one workday or 40 hours in one workweek. Moreover, Plaintiffs and similarly situated

1 employees were not paid double time whenever they worked in excess of 12 hours in one
2 workday. Instead, Defendants paid some overtime wages at the regular rate. With regards
3 to paying overtime, in most instances Defendants provided to Plaintiffs and similarly
4 situated employees an envelope with cash. Defendants did not provide itemized wage
5 statements along with these cash payments. Plaintiffs and similarly situated employees
6 were not paid all minimum wages in that Defendants did not record employee work time
7 after 80 hours per week.

8 30. During the Class Period, Defendants provided to Plaintiffs and similarly
9 situated employees two 30-minute meal breaks, which were often shorter than required by
10 law. During these breaks, Plaintiffs and similarly situated employees were compelled to
11 stay in the designated cafeteria area, which was guarded by Defendants' security personnel.
12 Plaintiffs and similarly situated employees were not free to leave the premises during these
13 meal breaks and were not allowed to use their cell phones.

14 31. During the Class Period, Defendants failed to provide rest breaks to Plaintiffs
15 and similarly situated employees. Instead, Plaintiffs and similarly situated employees were
16 instructed to use the restroom during their meal breaks only and were not allowed to use the
17 restroom at other times. Plaintiffs and similarly situated employees were not allowed to
18 leave their work station; nor allowed to communicate with one another.

19 32. During the Class Period, Plaintiffs and similarly situated employees were
20 required to report to work 10 minutes prior to their scheduled work shift. If Plaintiffs and
21 similarly situated employees arrived late, Defendants punished Plaintiffs and similarly
22 situated employees by forcing them to work the entirety of their next shift without
23 compensation.

24 33. During the Class Period, Plaintiffs and similarly situated employees were not
25 provided with any fringe benefits, including, but not limited to, sick pay, vacation pay,
26 holiday pay, or time off. Nor were Plaintiffs and similarly situated employees provided
27 with any health, vision, or dental benefits. Instead, page 7 of Defendants' Employee
28 Handbook characterizes Plaintiffs as "Temporary Workers," a classification that was used

1 regardless of the length of any particular employee's employment. Specifically, the
2 handbook states temporary employment is capped at 3 months. Plaintiff Sergio Lopez
3 alleges that he is required to sign a new employment agreement with Defendants every pay
4 period. Plaintiffs and similarly situated employees were denied their vested vacation
5 wages. Moreover, Plaintiffs and similarly situated employees are not allowed to miss work
6 for any reason, which results in immediate termination.

7 34. Plaintiffs are informed and believe, and thereon allege that During the Class
8 Period, Defendants often failed to pay Plaintiffs, and members of the putative Class in a
9 timely manner.

10 35. During the Class Period, Plaintiffs and similarly situated employees were not
11 reimbursed for all business expenses and costs that they incurred during the course and
12 scope of their employment.

13 36. During the Class Period, Plaintiffs and similarly situated employees were not
14 provided with adequate seating.

15 37. When Defendants thought that a particular employee would not complaint,
16 Defendants would pay that employee in cash to avoid paying employer contributions on
17 wages paid. Defendants would indiscriminately terminate any employee who complained,
18 and then, to add insult to injury, Defendants would continue to refuse to pay the employee.
19 Here, Defendant failed and refused to pay Plaintiff Mateos, and other members of the
20 putative class, their final paycheck.

21 38. During the Class Period, Plaintiff Guardado and other similarly situated
22 employees were terminated employees were terminated or forced to resign their
23 employment following any workplace injury. This was a pattern or practice of Defendants
24 throughout the Class Period.

25 39. Plaintiffs, and the putative Class members, were not paid overtime, and were
26 not allowed to take proper meal and rest breaks. Defendants paid many employees in cash,
27 and even on occasions where wage statements were provided, the statements were not in
28 conformity with Cal. Lab. Code 226. The wage statements failed to accurately reflect the

1 hours worked, including overtime, and failed to state the correct rate of pay. Finally, upon
2 termination, Plaintiffs, and the putative Class members had to wait for weeks for their final
3 paychecks – which still did not pay all wages owed to them – if they were paid at all.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

6 **(Labor Code §§ 510, 1194, and 1198)**

7 **(Against All Defendants)**

8 40. As a separate and distinct cause of action, Plaintiffs and others similarly
9 situated employees complain and reallege all the allegations contained in this complaint,
10 and incorporate them by reference into this cause of action as though fully set forth herein,
11 excepting those allegations which are inconsistent with this cause of action.

12 41. During the Class Period, Labor Code section 510 applied to Defendants'
13 employment of Plaintiffs and the rest of the Class. At all times relevant hereto, Labor Code
14 section 510 and the applicable IWC order provided that it was unlawful to employ persons
15 such as members of the Class without compensating them at a rate of pay either one and
16 one-half (1½) or two (2) times that person's regular rate of pay, depending on the number
17 of hours worked by the person on a daily or weekly basis. Specifically, the applicable IWC
18 order provided that Defendants were required to pay Plaintiffs and the rest of the Class at
19 the rate of one and one-half (1½) times the Class member's regular rate of pay if the Class
20 member worked more than eight (8) hours in a day or more than forty (40) hours in a work
21 week. Furthermore, Defendants were required to pay Plaintiffs and the rest of the Class at
22 the rate of two (2) times the Class member's regular rate of pay if the member worked more
23 than twelve (12) hours a day. Cal. Lab. Code 1198 states that the employment of an
24 employee for hours longer than those fixed by the Industrial Welfare Commission is
25 unlawful.

26 42. Plaintiffs are informed and believe, and thereon allege that during the Class
27 Period, Defendants failed to pay Plaintiffs and the rest of the Class all of the overtime
28 wages that they were due and therefore violated Labor Code section 510 and the applicable

1 wage order. Accordingly, Plaintiffs and the rest of the Class are entitled to recover all
2 damages, penalties, and other remedies available for violations of Labor Code section 510.

3 43. This cause of action is brought pursuant to Labor Code § 1194, et seq., which
4 provides that employees are entitled to overtime wages and compensation for work
5 performed, and provides a private right of action for failure to pay legal overtime
6 compensation for overtime work performed.

7 44. Defendants violated or caused to be violated Labor Code section 1194 and
8 Wage Order 1-2001 by requiring Plaintiffs and others similarly situated employees to work
9 in excess of eight hours per day without receiving overtime compensation.

10 45. Defendants' conduct described in this Complaint violates, among other
11 things, Labor Code section 1194 which provide that it is unlawful to employ persons
12 without payment for all hours worked.

13 46. Such a pattern, practice and uniform administration of corporate policy
14 regarding illegal employee compensation as described herein is unlawful and creates an
15 entitlement to recovery by Plaintiffs and the rest of the Class from Defendants in a civil
16 action, for the unpaid balance of the full amount of overtime premiums owing, including
17 interest thereon, penalties, reasonable attorneys' fees, and costs of suit according to the
18 mandate of California Labor Code 218.5 and 1194, et seq.

19 47. Defendants acted intentionally, oppressively, and maliciously towards
20 Plaintiffs, and all members of the putative Class, and with a conscious disregard of their
21 rights, or the consequences to the Plaintiffs, depriving them of their legal rights and
22 otherwise causing injury. By virtue of Defendants' unlawful failure to pay overtime wages,
23 Plaintiffs have suffered, and will continue to suffer, damages in an amount that is presently
24 unknown, but which will be ascertained according to proof at trial.

25 WHEREFORE, Plaintiffs and the Class request relief as described below.

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SECOND CAUSE OF ACTION**FAILURE TO PROVIDE MEAL PERIODS****(Labor Code §§ 226.7(a), 512(a), 8 Cal. Code Regs. 11010****and IWC Order No. 1)****(Against All Defendants)**

48. As a separate and distinct cause of action, Plaintiffs and others similarly situated employees complain and reallege all the allegations contained in this complaint, and incorporate them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

49. During the Class Period, Labor Code sections 226.7(a) and 512(a), 8 Cal. Code Regs. 11010(11)(A), and IWC Order Number 1 applied to Defendants' employment of Plaintiffs and the rest of the Class. These provisions provide that no employer shall employ any person for a work period of more than five (5) hours without a meal period of less than thirty (30) minutes. At all times relevant hereto, Labor Code section 226.7(a) provided that no employers could require employees to work during any meal period mandated by an applicable wage order.

50. At all times relevant hereto, Labor Code section 512(a) provided that employers could not require or permit an employee to work a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee. Furthermore, at all times relevant hereto, Labor Code section 512(a) provided that employers could not require or permit an employee to work a 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 employee only if the first meal period is not waived. At all times relevant

1 hereto, the applicable IWC order (No. 1) imposed the same meal period requirements on
2 employers such as Defendants.

3 51. During the Class Period, Plaintiffs and the rest of the Class, who did not
4 waive their meal periods by mutual consent, were required by Defendants to work more
5 than five (5) hours per day without an uninterrupted meal period of not less than thirty (30)
6 minutes excepting those employees who worked six (6) hours or less per day and legally
7 waived their meal period by mutual written consent. Furthermore, during the Class Period,
8 Plaintiffs and the rest of the class, who did not waive their meal period by mutual consent,
9 were required by Defendants to work more than ten (10) hours per day without receiving a
10 second uninterrupted meal period of not less than thirty (30) minutes excepting those who
11 worked twelve (12) hours or less per day and legally waived their second meal period by
12 mutual written consent.

13 52. During the Class Period, Defendants failed to compensate Plaintiffs and the
14 rest of the Class for work performed during meal periods that were not provided and
15 thereby violated Labor Code sections 226.7(a), 512(a), 8 Cal. Code Regs. 11010, and IWC
16 Order Number 1. Accordingly, pursuant to Labor Code section 226.7(b), Plaintiffs and the
17 rest of the Class are entitled to recover from Defendants one (1) additional hour of pay at
18 the Class members' regular rate of compensation for each work day that a meal period was
19 not provided.

20 53. Defendants acted intentionally, oppressively, and maliciously towards
21 Plaintiffs, and all members of the putative Class, and with a conscious disregard of their
22 rights, or the consequences to the Plaintiffs, depriving them of their legal rights and
23 otherwise causing injury. By virtue of Defendants' unlawful failure to provide proper meal
24 breaks, Plaintiffs have suffered, and will continue to suffer, damages in an amount that is
25 presently unknown, but which will be ascertained according to proof at trial.

26 WHEREFORE, Plaintiffs and the Class request relief as described below.

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Labor Code §§ 226.7, 512, 8 Cal. Code Regs. 11010, and IWC Order No. 1)

(Against All Defendants)

54. As a separate and distinct cause of action, Plaintiffs and others similarly situated employees complain and reallege all the allegations contained in this complaint, and incorporate them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

55. During the Class Period, Labor Code section 226.7, 8 Cal. Code Regs. 11010(12)(A) and IWC Order Number 1 applied to Defendants' employment of Plaintiffs and the rest of the Class. These sections provide that employers shall authorize and permit all employees to take rest breaks at the rate of ten (10) minutes of net rest time per four (4) hours, or major fraction thereof, of work. At all times relevant hereto, Labor Code section 226.7(a) provided that no employers could require employees to work during any rest period mandated by an applicable wage order.

56. At all times relevant hereto, IWC Order Number 1 required employers to provide to an employee a ten (10) minute rest period for every four (4) hours worked, unless the employee's daily work time is less than three and one-half (3½) hours, and to provide such rest periods in the middle of each work period insofar as is practicable.

57. Cal. Lab. Code 226.7 and 8 Cal. Code Regs. 11010(12)(B) provide that an employer shall pay an employee one (1) hour of pay at the employee's regular rate of pay for each work day that a rest period is not provided in conformance with the aforementioned statutes and applicable IWC Wage Order.

58. During the Class Period, Defendants required Plaintiffs and the rest of the Class to work in excess of four (4) hours without providing a ten (10) minute rest period.

59. During the Class Period, Defendants failed to compensate Plaintiffs and the rest of the Class for work performed during rest periods that were not provided and thereby violated Labor Code sections 226.7(a) and the applicable wage order. Accordingly,

1 pursuant to Labor Code section 226.7(b), Plaintiffs and the rest of the Class are entitled to
2 recover from Defendants one (1) additional hour of pay at the Class members' regular rate
3 of compensation for each work day that a rest period was not provided.

4 60. Defendants acted intentionally, oppressively, and maliciously towards
5 Plaintiffs, and all members of the putative Class, and with a conscious disregard of their
6 rights, or the consequences to the Plaintiffs, depriving them of their legal rights and
7 otherwise causing injury. By virtue of Defendants' unlawful failure to provide proper rest
8 breaks, Plaintiffs have suffered, and will continue to suffer, damages in an amount that is
9 presently unknown, but which will be ascertained according to proof at trial.

10 WHEREFORE, Plaintiffs and the Class request relief as described below.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

13 **(Labor Code § 226(a))**

14 **(Against All Defendants)**

15 61. As a separate and distinct cause of action, Plaintiffs and others similarly
16 situated employees complain and reallege all the allegations contained in this complaint,
17 and incorporate them by reference into this cause of action as though fully set forth herein,
18 excepting those allegations which are inconsistent with this cause of action.

19 62. During the Class Period, Labor Code section 226(a) applied to Defendants'
20 employment of Plaintiffs and the rest of the Class. At all times relevant hereto, Labor Code
21 section 226(a) required that employers such as Defendants furnish to their employees,
22 semi-monthly or at the time of each payment of wages, an accurate itemized statement in
23 writing showing such matters as the gross wages earned, the total hours worked, the net
24 wages earned and all applicable hourly rates, during the pay period.

25 63. Plaintiffs are informed and believe, and thereon allege that during the Class
26 Period Defendants knowingly and intentionally failed to provide such accurate itemized
27 wage statements to Plaintiffs and the rest of the Class, in that such statements failed to
28 show accurately all hours worked, the gross and net wages earned and all applicable hourly

1 rates and therefore Defendants violated Labor Code section 226(a). Plaintiffs and the rest
2 of the Class suffered injury as a result of this failure to comply with Labor Code section
3 226(a).

4 64. Accordingly, pursuant to Labor Code section 226(e), Plaintiffs and each
5 member of the Class are entitled to recover from Defendants the greater of all actual
6 damages or fifty dollars (\$50) for the initial violation of Labor Code section 226(a) and one
7 hundred dollars (\$100) for each subsequent violation, up to a maximum of \$4,000 per
8 member. Furthermore, Plaintiffs and the rest of the Class are entitled to injunctive relief
9 pursuant to Labor Code section 226(g).

10 65. In failing to provide all overtime wages, Plaintiffs and members of the Class,
11 identified herein, are entitled to recover in a civil action, all damages and/or penalties
12 pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys'
13 fees, and costs of suit according to the mandate of California Labor Code § 226.

14 66. Defendants wrongful and illegal conduct in failing to accurately record the
15 hours worked in accordance with Labor Code § 226 despite the clear legal obligation to do
16 so, unless and until enjoined and restrained by order of this court, will cause irreparable
17 injury to Plaintiffs and the rest of the Class in that the Defendants will continue to violate
18 its legal obligation to maintain and furnish such records. Thus, there is threatened future
19 harm and/or continuing violation, which justifies injunctive relief.

20 WHEREFORE, Plaintiffs and the Class request relief as described below.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(Labor Code § 1194)**

24 **(Against All Defendants)**

25 67. As a separate and distinct cause of action, Plaintiffs and others similarly
26 situated employees complain and reallege all the allegations contained in this complaint,
27 and incorporate them by reference into this cause of action as though fully set forth herein,
28 excepting those allegations which are inconsistent with this cause of action.

1 68. This cause of action is brought pursuant to Labor Code § 1194, et seq., which
2 provides that employees are entitled to compensation for all work performed, and provides
3 a private right of action for failure to pay proper wages for all hours worked.

4 69. Defendants violated or caused to be violated Labor Code section 1194 and
5 Wage Order 1-2001 by regularly requiring Plaintiffs and the rest of the Class to work hours
6 without the payment of minimum wages.

7 70. Defendants' conduct described in this Complaint violates, among other
8 things, Labor Code section 1194 which provide that it is unlawful to employ persons
9 without payment for all hours worked.

10 71. In failing to provide all overtime wages, Plaintiffs and members of the Class
11 are entitled to recovery in a civil action, the unpaid balance of the full amount of minimum
12 wages owing, including interest thereon, attorneys' fees, and costs of suit according to the
13 mandate of California Labor Code § 1194.

14 WHEREFORE, Plaintiffs and the Class request relief as described below.

15 **SIXTH CAUSE OF ACTION**

16 **FORFEITURE OF VACATION WAGES**

17 **(Labor Code § 227.3)**

18 **(Against All Defendants)**

19 72. As a separate and distinct cause of action, Plaintiffs and others similarly
20 situated employees complain and reallege all the allegations contained in this complaint,
21 and incorporate them by reference into this cause of action as though fully set forth herein,
22 excepting those allegations which are inconsistent with this cause of action.

23 73. This cause of action is brought pursuant to Labor Code § 227.3 which
24 prohibits employers from forfeiting the vested vacation wages of their employees
25 (including but not limited to floating holidays, personal days, flexible days, and other paid
26 time off).

27 74. Plaintiffs are informed and believe, and thereon allege that during the Class
28 Period, Defendants violated Labor Code § 227.3 by compelling or coercing Plaintiffs and

1 members of the class to forfeit vested vacation wages of Plaintiffs and the class (including
2 but not limited to floating holidays, personal days, flexible days, and other paid time off).

3 75. Due to Defendants wrongful and illegal conduct relating to forfeiture of
4 vested vacation wages, Plaintiffs and members of the Class are entitled to recovery in a
5 civil action for damages and wages owed and for costs and attorney's fees.

6 WHEREFORE, Plaintiffs and the Class request relief as described below.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES UPON DISCHARGE OR RESIGNATION**

9 **(Labor Code §§ 201 through 203)**

10 **(Against All Defendants)**

11 76. As a separate and distinct cause of action, Plaintiffs and others similarly
12 situated employees complain and reallege all the allegations contained in this complaint,
13 and incorporate them by reference into this cause of action as though fully set forth herein,
14 excepting those allegations which are inconsistent with this cause of action.

15 77. During the Class Period, Labor Code sections 201 through 203 applied to
16 Defendants' employment of Plaintiffs and the rest of the Class. At all times relevant
17 hereto, Labor Code section 201 provided that, if an employer such as Defendants
18 discharged an employee such as a member of the Class, the wages earned and unpaid at the
19 time of discharge were due and payable immediately. Furthermore, Labor Code 202
20 provided that, if an employee such as a member of the Class voluntarily leaves his or her
21 employment, the wages earned and unpaid must be paid by the employer within seventy-
22 two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous
23 notice of his or her intention to leave, in which case the employee is entitled to receive his
24 or her wages immediately at the time of quitting.

25 78. Plaintiffs are informed and believe, and thereon allege that during the Class
26 Period, Defendants willfully failed to pay class members, who are former employees, their
27 earned and unpaid wages, either at the time of their discharge or within seventy-two (72)
28 hours of their quitting. Defendants therefore violated Labor Code sections 201 and 202.

1 79. During the Class Period, Labor Code section 203 provided that, if an
2 employer such as Defendants fails to pay any wages of an employee who is discharged or
3 who quits, the wages of the employee shall continue as a penalty from the due date thereof
4 at the same rate until paid or until an action therefor is commenced, but the wages shall not
5 continue for more than thirty (30) days.

6 80. Defendants willfully failed and refused, and continues willfully to fail and
7 refuse, to pay promptly all compensation and wages owed including unpaid wages to
8 Plaintiffs and all Class Members whose employment terminated as required by Labor Code
9 sections 201 and 202. As a result, Defendants are liable to Plaintiffs and all aggrieved
10 Class Members for waiting time penalties, together with interest thereon and attorneys' fees
11 and costs, as allowed by law, under Labor Code section 203.

12 WHEREFORE, Plaintiffs and the Class request relief as described below.

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

15 **(Labor Code §§ 2800 and 2802)**

16 **(Against All Defendants)**

17 81. As a separate and distinct cause of action, Plaintiffs and others similarly
18 situated employees complain and reallege all the allegations contained in this complaint,
19 and incorporate them by reference into this cause of action as though fully set forth herein,
20 excepting those allegations which are inconsistent with this cause of action.

21 82. At all times herein set forth, California Labor Code sections 2800 and 2802
22 provide that an employer must reimburse employees for all necessary expenditures.

23 83. During the Class Period, Plaintiffs incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendant, including, but not limited
25 to, eye protection goggles and non-slip galoshes. For example, Defendant had, and
26 continues to have, a policy of requiring Plaintiffs and class members to wear eye protection
27 goggles and non-slip galoshes at work. Defendant, however, did not reimburse Plaintiffs
28 and class members for the cost of these necessary items.

1 84. Defendant have intentionally and willfully failed to fully reimburse Plaintiffs
2 and class members for necessary business-related expenses and costs. Defendant's conduct
3 violates California Labor Code sections 2800 and 2802.

4 85. Plaintiffs and class members are entitled to recover from Defendant their
5 business-related expenses incurred during the course and scope of their employment, plus
6 interest, pursuant to California Labor Code sections 2800 and 2802.

7 WHEREFORE, Plaintiffs and the Class request relief as described below.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE SEATING**

10 **(Labor Code § 1198; Cal. Code of Regs. § 11010(14)**

11 **(Against All Defendants)**

12 86. As a separate and distinct cause of action, Plaintiffs and others similarly
13 situated employees complain and reallege all the allegations contained in this complaint,
14 and incorporate them by reference into this cause of action as though fully set forth herein,
15 excepting those allegations which are inconsistent with this cause of action.

16 87. California Labor Code section 1198 makes it illegal to employ an employee
17 under conditions of labor that are prohibited by the applicable wage order.

18 88. California Labor Code section 1198 requires that “. . . the standard
19 conditions of labor fixed by the commission shall be the . . . standard conditions of labor
20 for employees. The employment of any employee . . . under conditions of labor prohibited
21 by the order is unlawful.”

22 89. California Code of Regulations, Title 8, section 11010(14)(A) provides that
23 “[a]ll working employees shall be provided with suitable seats when the nature of the work
24 reasonably permits the use of seats.”

25 90. California Code of Regulations, Title 8, section 11010(14)(B) provides that
26 “[w]hen employees are not engaged in the active duties of their employment and the nature
27 of the work requires standing, an adequate number of suitable seats shall be placed in
28

1 reasonable proximity to the work area and employees shall be permitted to use such seats
2 when it does not interfere with the performance of their duties.”

3 91. Defendants violated California Labor Code section 1198 and California Code
4 of Regulations, Title 8, section 11010(14) because Defendants failed to provide adequate
5 seats in the break room to accommodate Plaintiffs and class members who were required to
6 take their meal and rest breaks at the same time. As a result, Plaintiffs and class members,
7 who were otherwise required to work standing at all times, were forced to eat while
8 standing or to sit on the floor during their meal and rest breaks. As such, Plaintiffs and
9 class members were forced to stand throughout their shifts, even when they were not
10 engaged in active duties.

11 92. Plaintiffs and class members are entitled to recover all remedies available for
12 violations of California Labor Code section 1198 and California Code of Regulations, Title
13 8, section 11010(14).

14 WHEREFORE, Plaintiffs and the Class request relief as described below.

15 **TENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(Bus. & Prof. Code § 17200 et seq.)**

18 **(Against All Defendants)**

19 93. As a separate and distinct cause of action, Plaintiffs and others similarly
20 situated employees complain and reallege all the allegations contained in this complaint,
21 and incorporate them by reference into this cause of action as though fully set forth herein,
22 excepting those allegations which are inconsistent with this cause of action.

23 94. Pursuant to the applicable IWC Wage Orders, Defendant MILLENNIUM was
24 the employer to Plaintiffs and the members of the putative Class. Defendant is also a
25 “person” as that term is defined under Cal. Bus. & Prof. Code 17021.

26 95. During the Class Period, Defendants’ practices, as alleged above, have been
27 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiffs, the rest of the
28 Class, and the general public. Defendants’ above-alleged practices constitute violations of

1 Business and Professions Code section 17200 et seq. Specifically, a practice that violates
2 any state law or regulation may constitute the basis of an unlawful business practice
3 prohibited by Business and Professions Code section 17200 et seq.

4 96. Among other things, the following practices of Defendants, as alleged above,
5 constitute unfair business practices:

6 a. Defendants' failure to provide meal or rest breaks, as required by
7 Labor Code sections 226.7(a) and 512(a) and the applicable IWC order;

8 b. Defendants' failure to pay all overtime wages, as required by Labor
9 Code section 510 and 1194;

10 c. Defendants' failure to pay all minimum wages, as required by Labor
11 Code section 1194;

12 d. Defendants' failure to provide accurate itemized wage statements, as
13 required by Labor Code Section 226(a); and

14 e. Defendants' failure to provide unpaid wages to former employees in
15 the Class immediately upon discharge or within seventy-two (72) hours of the Class
16 member quitting.

17 97. Accordingly, pursuant to Business and Professions Code section 17200 et
18 seq., Plaintiffs and the rest of the Class are entitled to restitution of wages and other
19 property held by Defendants and/or injunctive relief requiring Defendants to pay all wages
20 and other sums due the Class during the Class Period.

21 98. Furthermore, unless and until enjoined and restrained by Order of this Court,
22 such unfair, fraudulent or illegal practices by Defendants will cause great and irreparable
23 injury to all members of the Class.

24 99. As a proximate result of Defendants' actions, Plaintiffs and other Class
25 Members have suffered injury in fact and lost money or property by the above described
26 unfair and unlawful business practices.

27 100. Plaintiffs and the rest of the Class have no other adequate remedy at law to
28 insure compliance with California's labor laws, and, consequently, Plaintiffs and the Class

1 are entitled to preliminary and permanent injunctive relief restraining Defendants from
2 engaging in continuing unfair business practices.

3 101. Plaintiffs meet the standing requirements for seeking relief pursuant to
4 Business and Professions Code section 17203, in that Plaintiffs have suffered injury in fact
5 and has lost money as a result of Defendants' policies, practices and procedures, as more
6 fully set forth elsewhere in this pleading.

7 102. Under Business and Professions Code section 17200 et seq., Plaintiffs and
8 other current and former employees of Defendants are entitled to restitution disgorgement
9 of all funds, which lawfully should have been paid as wages and/or overtime pay, civil
10 penalties, or other penalties to any and all current or former employees and wrongfully
11 withheld by Defendants, for the last four years, together with interest thereon, as well as
12 costs and reasonable attorneys fees pursuant to statute.

13 103. Under Business and Professions Code section 17200 et seq., Defendants
14 should be enjoined from any and all unfair, unlawful and deceptive business practices and
15 made to disgorge these ill-gotten gains as these practices are harmful to current and former
16 employees.

17 WHEREFORE, Plaintiffs and the Class request relief as described below.

18 **ELEVENTH CAUSE OF ACTION**

19 **REPRESENTATIVE ACTION UNDER THE PRIVATE ATTORNEYS**

20 **GENERAL ACT**

21 **(Lab. Code § 2699 et seq.)**

22 **(Against All Defendants)**

23 104. As a separate and distinct cause of action, Plaintiffs and others similarly
24 situated employees complain and reallege all the allegations contained in this complaint,
25 and incorporate them by reference into this cause of action as though fully set forth herein,
26 excepting those allegations which are inconsistent with this cause of action.

27 105. Plaintiffs bring this cause of action on behalf of themselves individually and
28 on behalf of other current and former employees of all Defendants pursuant to the

1 California Labor Code Private Attorneys General Act. See Labor Code section 2698 et seq.
2 Plaintiffs seek civil penalties on behalf of themselves and other current and former
3 employees of Defendants for the violation of statutes and regulations through this current
4 action pursuant to Cal. Lab. Code § 2699.

5 106. Plaintiffs have complied with the procedural requirements specified in Cal.
6 Lab. Code § 2699.3. A written notice sent via certified mail to the Labor and Workforce
7 Development Agency alleging all of the application violations was sent in conformance
8 with exhaustion requirements postmarked on or about October 3, 2013 (for Alma Mateos)
9 and September 18, 2013 (for Amancio Palacios) by certified mail, return receipt requested.
10 No agency response was received within 33 calendar days of the postmark date allowing
11 Plaintiffs to pursue a civil action concerning these claims, the filing of this amended
12 pleading and inclusion of this cause of action on behalf of themselves as aggrieved
13 employees and all others current or former employees of Defendants pursuant to Cal. Lab.
14 Code § 2699.3.

15 107. Plaintiffs hereby allege based upon information and belief that Defendant not
16 only violated various labor laws and regulations with respect to each Plaintiff's
17 employment and wages, but did so concerning other current and former employees as well.

18 108. Plaintiffs seeks penalties as specified in the Labor Code or in the default
19 section 2699 on behalf of the State of California, themselves, and all aggrieved current and
20 former employees of Defendant as well as attorneys fees and costs pursuant to statute.

21 WHEREFORE, Plaintiffs on behalf of themselves and all aggrieved current and
22 former employees request relief as hereafter provided.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs pray for judgment on behalf of themselves and the rest of
25 the Class, as follows:

26 **ON THE FIRST CAUSE OF ACTION**

27 1. That Defendants be found to have unlawfully failed to pay Plaintiffs and
28 other Class Members overtime premium pay for worked performed greater than eight hours

in a single day or forty hours in a work week as required by statute and applicable Wage Order;

2. For all applicable damages, wages, premium pay, civil penalties, and restitution available to Plaintiffs and other Class Members for Defendants' failure to provide overtime wages;

3. For an award including prejudgment interest, costs and reasonable attorneys' fees to Plaintiffs and other Class Members, as allowed by law, pursuant to Labor Code sections 218.5 and 1194; and

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

ON THE SECOND AND THIRD CAUSES OF ACTION

5. That Defendants be found to have unlawfully failed to provide Plaintiffs and other Class Members their meal and rest breaks as required by statute and applicable Wage Order;

6. For all applicable premium pay, civil penalties, and restitution available to Plaintiffs and all aggrieved Class Members for Defendants' failure to provide adequate meal and rest breaks pursuant to Labor Code sections 226.7 and 512;

7. For an award including interest including prejudgment interest, costs, and attorneys' fees to Plaintiffs and other Class Members, as allowed by law, pursuant to Labor Code section 1194; and

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

ON THE FOURTH CAUSE OF ACTION

9. That Defendants be found to have not provided Plaintiffs and other Class Members correct itemized statement for each applicable pay period in violation of Labor Code section 226;

10. For all applicable damages, civil penalties, and restitution available to Plaintiffs and other Class Members pursuant to Labor Code section 226 and all other Labor Code provisions;

11. For injunctive relief as specified in Labor Code section 226(g) requiring Defendants to comply with Labor Code section 226(a) with respect to Plaintiffs and all other currently employed Class members;

12. For damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees, as allowed by law, pursuant to Labor Code sections 226(e), 226(g) and 1194;

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

ON THE FIFTH CAUSE OF ACTION

14. That Defendants be found to have unlawfully failed to pay Plaintiffs and all other aggrieved class members at least a minimum wage for work performed and that Members of the Class were also not paid at least a minimum wage for all work performed as required by statute and applicable Wage Order;

15. For all minimum wages owed, liquidated damages and for waiting time penalties according to proof pursuant to California Labor Code § 203;

16. For an award including prejudgment interest, costs, and attorneys' fees to Plaintiffs and all Class Members, as allowed by law, related to this Cause of Action and pursuant to Labor Code section 1194; and

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

ON THE SIXTH CAUSE OF ACTION

18. That Defendants be found to have unlawfully forfeited the vested vacation wages of Plaintiffs and other Class Members in violation of Labor Code section 227.3;

19. For all vested vacation wages pursuant to Labor Code § 227.3 and for costs and attorney's fees and Labor Code § 203 waiting time wages.

ON THE SEVENTH CAUSE OF ACTION

20. That Defendants be found to have unlawfully failed to provide Plaintiffs and other Class Members all wages due at termination in violation of Labor Code section 201 and 202 to all former employees of Defendant;

21. For waiting time penalties according to proof pursuant to California Labor Code § 203; and

22. For prejudgment interest.

ON THE EIGHTH CAUSE OF ACTION

23. That Defendants be found to have unlawfully failed to pay all business-related expenses owed to Plaintiffs and other Class Members;

24. For all unreimbursed business expenses and such general and special damages as may be appropriate;

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

26. For an award including prejudgment interest, costs, and attorneys' fees to Plaintiffs and all Class Members, as allowed by law, related to this Cause of Action; and

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

ON THE NINTH CAUSE OF ACTION

28. That Defendants be found to have violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14) by failing to allow Plaintiffs and other aggrieved employees to sit if they were not engaged in active duties and failing to provide Plaintiffs and other aggrieved employees with suitable seats;

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

30. For an award including prejudgment interest, costs, and attorneys' fees to Plaintiffs and all Class Members, as allowed by law, related to this Cause of Action; and

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

ON THE TENTH CAUSE OF ACTION

32. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiffs and the rest of the Class together with the disgorgement of profits received as a result of Defendants' unfair, unlawful or fraudulent business practices;

33. For an order enjoining Defendants from further unfair, unlawful or fraudulent business practices in violation of Business and Professions Code section 17200; and

34. For reasonable attorney's fees and costs under Code of Civil Procedure section 1021.5.

ON THE FIRST THROUGH TENTH CAUSES OF ACTION

35. For certification of the action as a class action;

36. For an order appointing Plaintiffs as the representatives of the class;

37. For an order appointing Counsel for Plaintiffs as class counsel;

38. For attorney's fees and costs, as allowed by law, pursuant to Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory and/or any other applicable theory or doctrine; and

39. For such further relief as the Court may deem appropriate.

ON THE ELEVENTH CAUSE OF ACTION

40. For statutory liquidated damages and/or penalties on behalf of Plaintiffs Alma Mateos, Amancio Palacios, Elder Morales, Isidro Garcia, Simon Rojas, Luis Luarca, Oscar Coc, Sergio Lopez, and Franklin Guardado and all other current and former employees of Defendants, including but not limited to those available pursuant to Cal. Labor Code §§ 201, 202, 203, 204, 226, 227.3, 512, 1021.5, 1194, and 2699(f) to be distributed as required under California law between aggrieved employees and the California Labor and Workforce Development Agency;

41. For other damages and/or penalties as may be allowed by law according to proof at trial;

42. For costs and reasonable attorney fees pursuant to Labor Code § 2699(g)(1); and

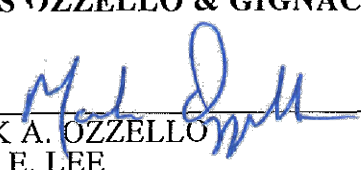
43. For any and all other relief, including equitable relief, as the Court may deem just and proper.

//

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Dated: July 8, 2014

ARIAS OZZELLO & GIGNAC LLP

By: 

MARK A. OZZELLO
SUZY E. LEE

Attorneys for Plaintiff ALMA MATEOS

Dated: July 8, 2014

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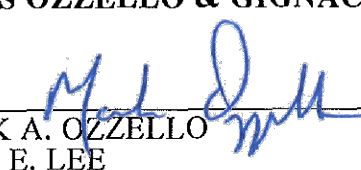
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PALACIOS, ELDER MORALES, ISIDRO
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and SERGIO LOPEZ*

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of the Class, hereby demands trial by jury.

Dated: July 8, 2014

ARIAS OZZELLO & GIGNAC LLP

By: 

MARK A. OZZELLO
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Attorneys for Plaintiff ALMA MATEOS

Dated: July 8, 2014

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 6701 Center Drive West, Suite 1400, Los Angeles, California 90045.

On July 9, 2014, I served the document described

CONSOLIDATED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF:

1. FAILURE TO PAY OVERTIME COMPENSATION [Cal. Lab. Code §§ 510, 1194, 1198]
2. FAILURE TO PROVIDE MEAL PERIODS [Cal. Lab. Code §§ 226.7, 512; 8 Cal. Code Regs. § 11010]
3. FAILURE TO PROVIDE REST PERIODS [Cal. Lab. Code §§ 226.7, 512; 8 Cal. Code Regs. § 11010]
4. FAILURE TO PROVIDE ITEMIZED STATEMENTS [Cal. Lab. Code § 226]
5. FAILURE TO PAY MINIMUM WAGES [Cal. Lab. Code § 1194]
6. FORFEITURE OF VACATION WAGES [Cal. Lab. Code § 227.3]
7. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [Cal. Lab. Code § 203]
8. FAILURE TO REIMBURSE BUSINESS EXPENSES [Cal. Lab. Code § 2800, 2802]
9. FAILURE TO PROVIDE ADEQUATE SEATING [Cal. Lab. Code § 1198; Cal. Code Regs. § 11010(14)]
10. UNFAIR COMPETITION [Cal. Bus & Prof. Code 17200 et seq.]
11. REPRESENTATIVE ACTION UNDER PAGA [Cal. Lab. Code 2699 et seq.]

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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 (Palacios, et al. v. Millennium Products,
 Inc., et al.)*

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(Palacios, et al. v. Millennium Products,
Inc., et al)

☒ **BY TRANSMISSION TO CASE ANYWHERE**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2014 at Los Angeles, California.

 Jessica Cotez
 Type or Print Name

 Signature

