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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL**

ISAIAS RUVALCABA, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

SPRECKELS SUGAR COMPANY, INC., a
California Corporation; SOUTHERN
MINNESOTA BEET SUGAR
COOPERATIVE, a Minnesota Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: ECU001415

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) VIOLATION OF CALIFORNIA
LABOR CODE §§ 510, 1194, 1197,
AND 1198 (FAILURE TO PAY ALL
WAGES EARNED)
- (2) VIOLATION OF CALIFORNIA
LABOR CODE §§ 226.7 AND 512(a)
(UNPAID MEAL PERIOD
PREMIUMS)
- (3) VIOLATION OF CALIFORNIA
LABOR CODE § 226.7 (UNPAID
REST PERIOD PREMIUMS)
- (4) VIOLATION OF CALIFORNIA
LABOR CODE §§ 201, 202 AND 203
(FINAL WAGES NOT TIMELY
PAID)
- (5) VIOLATION OF CALIFORNIA
LABOR CODE §§ 204 (WAGES
NOT TIMELY PAID DURING
EMPLOYMENT)
- (6) VIOLATION OF CALIFORNIA
LABOR CODE § 226(a) (FAILURE

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
07/23/2020 at 04:24:47 PM
By: Marissa Moran, Deputy Clerk

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- TO PROVIDE ACCURATE WAGE STATEMENTS)**
- (7) VIOLATION OF CALIFORNIA LABOR CODE § 1174 (d) (FAILURE TO KEEP ACCURATE PAYROLL RECORDS)**
- (8) VIOLATION OF CALIFORNIA LABOR CODE §§ 2800 AND 2802 (FAILURE TO REIMBURSE EXPENSES)**
- (9) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**
- (10) VIOLATION OF CALIFORNIA LABOR CODE § 2699, ET SEQ. (PRIVATE ATTORNEYS GENERAL ACT)**

Plaintiff ISAIAS RUVALCABA (“Plaintiff”) individually and on behalf of other members of the general public similarly situated, and as a private attorney general, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants SPRECKELS SUGAR COMPANY, INC., SOUTHERN MINNESOTA BEET SUGAR COOPERATIVE, and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay all wages earned, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate payroll records, and failure to reimburse necessary business-related expenses.

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

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

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do

1 not specify any other basis for jurisdiction.

2 5. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants are citizens of California, have sufficient minimum contacts in California, or
4 otherwise intentionally avail themselves of the California market so as to render the exercise of
5 jurisdiction over them by the California courts consistent with traditional notions of fair play and
6 substantial justice.

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

10 **PARTIES**

11 7. Plaintiff ISAIAS RUVALCABA is an individual residing in the County of
12 Imperial, State of California.

13 8. Defendant SPRECKELS SUGAR COMPANY, INC., is and at all times herein
14 mentioned was, a corporation organized and existing under the laws of the State of California,
15 and registered to do business in the state of California.

16 9. Defendant SOUTHERN MINNESOTA BEET SUGAR COOPERATIVE is and
17 at all times herein mentioned was, a corporation organized and existing under the laws of the State
18 of Minnesota, and registered to do business in the state of California.

19 10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
20 and therefore sues these defendants by such fictitious names. The Doe defendants may be
21 individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges,
22 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
23 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
24 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
25 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
26 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
27 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
28 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged

were proximately caused by its conduct. Defendants SPRECKELS SUGAR COMPANY, INC., SOUTHERN MINNESOTA BEET SUGAR COOPERATIVE, and Doe Defendants 1 through 50 are collectively referred to herein as “Defendants.”

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

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

CLASS ACTION ALLEGATIONS

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

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

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

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

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

b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class

Members with whom he has a well-defined community of interest.

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

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

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

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

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants deprived Plaintiff and the other Class Members of meal

and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;

- d. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- e. Whether Defendants failed to pay rest period premium wages to class Members when they were not authorized and permitted to take legally compliant rest periods.
- f. Whether Defendants failed to pay to Plaintiff and the other Class Members for all hours worked at the correct rates of pay; including minimum wages, straight time wages and overtime wages;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- h. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of Cal. Labor Code section 2802;
- i. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment in violation of California Labor Code section 204;
- j. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including section 1174(d);
- l. Whether Defendants' conduct was with malice, fraud or oppression;
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. based on its improper withholding of compensation and deduction of wages;

necessary business-related expenses.

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

25. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for which they were not compensated. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to carry and monitor radios or other communication devices at all times, including during purported meal periods.

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

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

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

14 28. Throughout the time period involved in this case, Defendants did not adequately
15 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
16 California law. Moreover, Defendants systematically disregarded their own written policies
17 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
18 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
19 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
20 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees
21 to work through their rest periods. Defendants also required Plaintiff, the Class, and the Aggrieved
22 Employees to carry and monitor radios or other communication devices at all times, including
23 during purported rest periods.

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

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

6 30. Throughout the time period involved in this case, Defendants maintained a policy
7 and practice of failing to pay Plaintiff, the Class, and the Aggrieved Employees all wages earned
8 and owed to them by failing to compensate Plaintiff, the Class, and the Aggrieved Employees for
9 all time worked.

10 31. Throughout the time period involved in this case, Defendant regularly required
11 Plaintiff, the Class, and the Aggrieved Employees to perform work off-the-clock. Defendants
12 regularly required Plaintiff, the Class, and the Aggrieved Employees complete all of their assigned
13 duties. To do so, Plaintiff, the Class, and the Aggrieved Employees were regularly required to
14 perform work off-the-clock for which they were not compensated. As a result, Defendants failed
15 to pay Plaintiff, the Class, and the Aggrieved Employees all wages earned and owed to them,
including minimum wages, straight time wages, and overtime compensation.

16 32. Throughout the time period involved in this case, Defendants employed a time
17 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
18 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all
19 time worked.

20 33. Throughout the time period involved in this case, Plaintiff, the Class, and the
21 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
22 week.

23 34. Throughout the time period involved in this case, Defendants regularly failed to
24 pay overtime compensation to Plaintiff, the Class, and the Aggrieved Employees when they
25 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
26 week. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
27 Employees were entitled to receive certain wages for overtime compensation and that they were
28

1 not receiving wages for overtime compensation.

2 35. Throughout the time period involved in this case, Defendants regularly failed to
3 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
4 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
5 Employees were entitled to receive at least minimum wages for all hours worked and that they
6 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
7 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
8 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
9 Class, and the Aggrieved Employees to perform work off the clock, and implementing time
10 rounding policies that resulted in the systematic underpayment of wages to Plaintiff, the Class,
11 and the Aggrieved Employees.

12 36. Throughout the time period involved in this case, Defendants regularly failed to
13 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
14 resignation. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
15 Employees were entitled to receive all wages owed to them upon termination within the time
16 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
17 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
18 including overtime compensation and minimum wages within any time permissible under
19 California Labor Code section 202.

20 37. Throughout the time period involved in this case, Defendants regularly failed to
21 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
22 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
23 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
24 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
25 Employees did not receive payment of all wages, including overtime compensation, straight time
26 wages, minimum wages, meal and rest period premiums, within any time permissible under
27 California Labor Code section 204.

28 38. Throughout the time period involved in this case, Defendants regularly failed to

1 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
2 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
3 Employees were entitled to receive complete and accurate wage statements in accordance with
4 California law, but, in fact, they did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
6 worked, the actual gross wages earned, the correct rates of pay, and the name and address of the
7 legal entity of the employer.

8 39. Throughout the time period involved in this case, Defendants regularly failed to
9 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
10 Defendants knew or should have known that Defendants were required keep complete and
11 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 40. Throughout the time period involved in this case, Defendants regularly failed to
14 pay Plaintiff, the Class, and the Aggrieved Employees for all wages owed to them. Defendants
15 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled
16 to receive all wages owed to them upon termination. Plaintiff, the Class, and the Aggrieved
17 Employees did not receive payment of all final wages owed to them upon discharge or resignation.

18 41. Throughout the time period involved in this Case, Defendants failed to reimburse
19 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
20 including but not limited to cell phones and head lamps or lanterns. Defendants knew or should
21 have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved
22 Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in
23 violation of California law.

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

Defendants' profits.

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

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510, 1194, 1197 and 1198)

(Against All Defendants)

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

45. At all relevant times, Plaintiff and the Class have been entitled to the benefits and protections of the California Labor Code §§ 200, 204, 510, 1194, 1194.2, 1197, and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

46. California Labor Code § 200(a) defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

47. Section 2 of the applicable IWC Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

48. Section 4 of the applicable IWC Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

49. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable IWC Wage Order.

50. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable IWC Wage Order for all hours worked during a payroll period.

51. Labor Code § 1198 states that the employment of an employee for longer hours

1 than those fixed by the applicable IWC Wage Order or under conditions of labor prohibited by
2 the applicable IWC Wage Order is unlawful.

3 52. California Labor Code section 510 and the applicable Industrial Welfare
4 Commission (“IWC”) Wage Order require an employer to compensate employees for all overtime
5 worked, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours
6 worked in excess of eight (8) hours in a day and/or forty (40) hours in a workweek and for the
7 first eight (8) hours of work on the seventh day of a workweek, and double the regular rate of pay
8 for any work in excess of 12 hours in one day or in excess of eight (8) hours on the seventh day
9 of a workweek.

10 53. Labor Code § 204 requires employers to provide employees with all wages due
11 and payable twice a month.

12 54. At all times relevant hereto, Defendants maintained a policy and practice of failing
13 to pay Plaintiff and the Class of all wages owed to them, and have willfully, knowingly and
14 intentionally failed to pay Plaintiff and the Class for all wages earned at the correct rates of pay,
15 including minimum wages, straight time wages, and overtime compensation.

16 55. By and through the conduct described above, the Plaintiff and the Class, have been
17 deprived of their rights to be paid wages earned by virtue of their employment with Defendants,
18 including minimum wages, straight time wages, and overtime compensation.

19 56. Defendants’ failure to pay Plaintiff and the Class all wages earned at the correct
20 rates of pay, including failure to pay minimum wages, straight time wages, and overtime
21 compensation, violates the provisions of Labor Code sections 204, 510, 1194, 1197, and 1198,
22 and is therefore unlawful.

23 57. Pursuant to California Labor Code sections 200 et seq. and Labor Code section
24 1194, Plaintiff and the other Class Members are entitled to recover the balance of any unpaid
25 wages owed to them, including minimum wages, straight time wages, and over time
26 compensation, as well as interest, costs, and attorneys’ fees.

27 58. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
28 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully

1 unpaid and interest thereon.

2 **SECOND CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 60. At all relevant times, the relevant IWC Order and California Labor Code sections
8 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
9 Defendants.

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

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

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

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

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

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

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

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

(Violation of California Labor Code § 226.7)

(Against All Defendants)

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

71. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by Defendants.

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

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

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

10 75. During the relevant time period, Defendants willfully required Plaintiff and the
11 other Class Members to work during rest periods, failed to allow Plaintiff and the other class
12 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
13 members to take uninterrupted, duty-free rest breaks.

14 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
16 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
17 other Class Members from taking uninterrupted rest periods.

18 77. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
19 Code section 226.7.

20 78. Pursuant to the applicable IWC Wage Orders and California Labor Code section
21 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
22 additional hour of pay at the employees' regular hourly rate of compensation for each work day
23 that the rest period was not provided.

FOURTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

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

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

23 **FIFTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

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

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

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

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

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

14 90. Plaintiff and other Class Members are entitled to recover all available remedies for
15 Defendant's violations of California Labor Code section 204.

16 **SIXTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

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

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

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

6 93. Defendants have intentionally and willfully failed to provide Plaintiff and the
7 Class with complete and accurate wage statements. The deficiencies include, but are not limited
8 to the failure list the total number of hours worked, the actual gross wages earned, the correct
9 rates of pay, and the name and address of the legal entity of the employer.

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

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

16 96. Plaintiff and the Class are entitled to recover from Defendants the greater of their
17 actual damages caused by Defendants' failure to comply with California Labor Code section
18 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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

21 **SEVENTH CAUSE OF ACTION**

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

23 **(Against All Defendants)**

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

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

1 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
2 respective plants or establishments. These records shall be kept in accordance with rules
3 established for this purpose by the commission, but in any case, shall be kept on file for not less
4 than three years.

5 100. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the actual hours worked and actual wages earned by Plaintiff and the
7 Class.

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

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

14 **EIGHTH CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

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

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

27 106. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
28 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to

1 recover from Defendants their business-related expenses and costs incurred during the course and
2 scope of their employment, plus interest accrued from the date on which the employee incurred
3 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

4 **NINTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

9 108. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
12 within the meaning of Code of Civil Procedure section 1021.5.

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

16 110. A violation of California Business & Professions Code section 17200, *et seq.* may
17 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
18 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
19 paying them proper compensation violate California Labor Code sections 510 and 1198.
20 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
21 the Class, to work through their meal and rest periods without paying them proper compensation
22 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
23 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
24 sections 201, 202, 203 and 204.

25 111. Defendants also violated California Labor Code sections, 221, 226(a), 1194, 1197,
26 1197.1, 510, 1174(d), and 2800, 2802.

27 112. As a result of the herein described violations of California law, Defendants
28 unlawfully gained an unfair advantage over other businesses.

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

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

9 **TENTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

14 116. Plaintiff brings his tenth cause of action as a representative action on behalf of
15 himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
16 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
17 (“PAGA”).

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

26 118. Plaintiff was employed by Defendants and the Labor Code violations alleged above
27 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved
28 employee” under PAGA.

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

- 4 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
5 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 6 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
7 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 8 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
9 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
10 hour of premium pay for meal period violations in violation of Labor Code §§
11 226.7 and 512.
- 12 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
13 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
14 Employees an additional hour of premium pay for rest period violations in
15 violation of Labor Code §§ 226.7 and 512.
- 16 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
17 their employment in violation of Labor Code § 203.
- 18 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
19 during employment in violation of Labor Code § 204.
- 20 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
21 itemized wage statements in violation of Labor Code § 226;
- 22 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
23 Employees' work periods, meal periods, total daily hours, hours per pay period,
24 total wages and compensation, in violation of Labor Code § 1174(d) and the
25 applicable IWC Wage Order.
- 26 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
27 business-related expenses in violation of Labor Code §§ 2800 and 2802.

28 120. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,

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

8 121. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
9 2699.3. On May 18, 2020, Plaintiff, through his counsel of record, by online filing with the Labor
10 and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
11 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders
12 that Defendants have violated, including the facts and theories to support the violations, and of
13 Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee
14 required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have
15 elapsed since the mailing of Plaintiff’s May 18, 2020 notice, and the Labor and Workforce
16 Development Agency has not indicated that it intends to investigate the violations discussed in the
17 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and
18 other Aggrieved Employees pursuant to Labor Code § 2699.3.

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

23 123. Plaintiff may amend this complaint as a matter of right pursuant to California
24 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
25 specified in Labor Code §2699.3
26
27
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
3 public similarly situated, and as a private attorney general, prays for relief and judgment against
4 Defendants, jointly and severally, as follows:

5 **Class Certification**

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

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

13 5. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 510, 1194, 1197, and 1198 and applicable IWC Wage Orders by willfully
15 failing to pay all wages owed to Plaintiff and other Class Members, including minimum wages,
16 straight time wages and overtime wages;

17 6. For general unpaid wages and such general and special damages as may be
18 appropriate;

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

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

23 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194;

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

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

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

28 12. That the Court declare, adjudge and decree that Defendants violated California

Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the

1 time of termination of the employment of Plaintiff and other Class Members no longer employed
2 by Defendants;

3 26. For all actual, consequential, and incidental losses and damages, according to
4 proof;

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

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

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

10 **As to the Fifth Cause of Action**

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

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

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

18 33. For such other and further relief as the Court deems just and proper.

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

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

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

25 36. For statutory penalties pursuant to California Labor Code section 226(e);

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

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

28 38. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for
2 Plaintiff and the Class as required by California Labor Code section 1174(d);

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

4 40. For statutory penalties pursuant to California Labor Code section 1174.5;

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

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

7 42. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
9 all necessary business-related expenses as required by California Labor Code sections 2800 and
10 2802;

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

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

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

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

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

16 47. That the Court decree, adjudge and decree that Defendants violated California
17 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the Class
18 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
19 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
20 Plaintiff and other Class Members' wages timely as required by California Labor Code section
21 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and
22 2082.

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

25 49. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violation of California Business and Professions Code sections 17200,
28 et seq.;

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

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

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

6 **As to the Tenth Cause of Action**

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

9 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
10 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
11 Code and/or other applicable statutes; and

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

13 Dated: July 23, 2020

PROTECTION LAW GROUP

14
15 By: 

16 Heather Davis
17 Amir Nayebdadash
18 S. Emi Minne

19 Attorneys for Plaintiff
20 ISAIAS RUVALCABA
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DEMAND FOR TRIAL BY JURY

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

Dated: July 23, 2020

PROTECTION LAW GROUP

By: _____

Heather Davis
Amir Nayebdadash
S. Emi Minne

Attorneys for Plaintiff
ISAIAS RUVALCABA