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7 on behalf of herself and all others similarly situated

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 02 2020

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10
11 ELIZABETH RUIZ, on behalf of herself and
all others similarly situated,

12
13 Plaintiffs,

14 v.

15 EDELBROCK FOUNDRY, LLC, a California
limited liability company; EMPLOYBRIDGE,
16 LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

17 Defendants.

CASE NO.: 20STCV19057

[Case Assigned to Hon. Ann I. Jones, Dept.
11]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF;
4. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF;
5. FAILURE TO PAY DUE WAGES AT
TERMINATION;
6. WAGE STATEMENT VIOLATIONS;
7. VIOLATIONS OF LABOR CODE § 2802;
8. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *et seq.*;
9. CIVIL PENALTIES UNDER LABOR
CODE § 210;
10. CIVIL PENALTIES UNDER LABOR
CODE § 226.3;
11. VIOLATION OF LABOR CODE § 558;
12. VIOLATION OF LABOR CODE §
1197.1; and
13. CIVIL PENALTIES UNDER LABOR
CODE § 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

20 **RECEIVED**
21 **OCT 02 2020**
22 **FILING WINDOW**
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COMES NOW plaintiff ELIZABETH RUIZ (“Plaintiff”), on behalf of herself and all others similarly situated and aggrieved, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure section 382 and Labor Code section 2698, *et seq.*, on behalf of Plaintiff and all other current and former similarly situated or aggrieved employees employed by or formerly employed by EDELBROCK FOUNDRY, LLC, a California limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“EDELBROCK”), EMPLOYBRIDGE LLC, a California limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“EMPLOYBRIDGE”), and DOES 1 through 100, as further defined below, “Defendants”).

2. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and similarly situated or aggrieved employees, at times, working over eight (8) hours per day, twelve (12) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, at times, failing to accurately track and/or pay for all minutes actually worked, including but not limited to, minutes spent donning and doffing equipment; paying overtime hours at the regular rate of pay; and detrimentally rounding and/or editing of employee time entries, to the detriment of Plaintiff and other similarly situated or aggrieved employees.

3. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes

1 actually worked, including but not limited to, detrimental rounding and/or editing of employee
2 time entries, minutes spent waiting in lines to clock in and donning and doffing equipment, to the
3 detriment of Plaintiff and other similarly situated and aggrieved employees.

4 4. For at least four (4) years prior to the filing of this Action and continuing to the
5 present, Defendants have, on occasion, failed to provide Plaintiff and other similarly situated and
6 aggrieved employees or former employees within the State of California a thirty (30) minute
7 uninterrupted meal period for days on which the employees worked more than five (5) hours in a
8 work day and a second thirty (30) minute uninterrupted meal period for days on which employees
9 worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
10 unprovided meal periods as required by California wage and hour laws.

11 5. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have, on occasion, failed to provide Plaintiff and similarly situated and
13 aggrieved employees or former employees within the State of California rest periods of at least ten
14 (10) minutes per four (4) hours worked or major fraction thereof and failed to provide
15 compensation for such unprovided rest periods as required by California wage and hour laws.

16 6. For at least three (3) years prior to the filing of this action and continuing to the
17 present, Defendants have, on occasion, failed to pay Plaintiff and other similarly situated and
18 aggrieved employees the full amount of their wages owed to them upon termination and/or
19 resignation as required by Labor Code sections 201 and 202 as a result of their occasional failure
20 to pay wages, overtime and regular, as herein mentioned.

21 7. For at least one (1) year prior to the filing of this Action and continuing to the
22 present, Defendants have, at times, failed to furnish Plaintiff and similarly situated or aggrieved
23 employees within the State of California with itemized wage statements that accurately reflect
24 gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate; and
26 other such information as required by Labor Code section 226, subdivision (a). As a result,
27 thereof, Defendants have, at times as herein mentioned, further failed to furnish employees with an
28 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

1 8. For at least three (3) years prior to the filing of this Action and continuing to the
2 present, Defendants have, at times, failed to indemnify Plaintiff and other similarly situated and
3 aggrieved employees or former employees within the State of California for expenses incurred,
4 including without limitation, the purchase of required work uniforms, in furtherance of their work
5 duties, in violation of, among other authorities, Labor Code section 2802.

6 9. Plaintiff, on behalf of herself and all other similarly situated or aggrieved
7 employees, pursuant to California Business and Professions Code sections 17200 through 17208,
8 also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
9 requiring the establishment of appropriate and effective means to prevent further violations, as
10 well as all monies owed but withheld and retained by Defendants to which Plaintiff and Class
11 Members are entitled, as well as restitution of amounts owed.

12 10. At all relevant times mentioned herein, Defendants, at times, failed to provide
13 Plaintiff and other aggrieved employees with, or permit them inspection of, records pertaining to
14 their employment, including wage statements and similar payroll documents under Labor Code
15 section 226, documents signed to obtain or hold employment under Labor Code section 432,
16 personnel records under Labor Code section 1198.5, and time records under Labor Code section
17 1174, to the detriment of Plaintiff and all other aggrieved employees. As a result of these
18 occasional violations, Defendants are liable for civil penalties pursuant to Labor Code sections 558
19 and 2699.

20 11. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
22 that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
23 paid for between the 16th and 26th day of the month during which the labor was performed, and
24 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
25 for between the 1st and 10th day of the following month.”

26 12. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
28 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved

1 employees with the rates of pay and overtime rates of pay applicable to their employment;
2 allowances claimed as part of the minimum wage; the regular payday designated by Employers;
3 the name, address, and telephone number of the workers' compensation insurance carrier;
4 information regarding paid sick leave; and other pertinent information required to be disclosed by
5 Defendants under Labor Code section 2810.5.

6 13. At all relevant times mentioned herein, Defendants occasionally failed to provide
7 Plaintiff and other aggrieved employees with the amount of paid sick leave required to be
8 provided pursuant to California law and also did not permit its use upon request as contemplated
9 under California laws, to the detriment of Plaintiff and all other aggrieved employees.

10 14. Plaintiff, on behalf of herself and all other similarly situated or aggrieved
11 employees, brings this action pursuant to, including but not limited to, Labor Code sections 200,
12 201, 202, 203, 204, 210, 226, 226.3, 246, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197,
13 1197.1, 2802, 2810.5, and California Code of Regulations, Title 8, section 11090, seeking
14 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
15 reimbursement for expenses incurred in furtherance of work duties, penalties, other such
16 provisions of California law, and reasonable attorneys' fees and costs.

17 PARTIES

18 A. Plaintiff

19 15. Plaintiff, ELIZABETH RUIZ, is a resident of the State of California. At all
20 relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants
21 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
22 cleaning manufactured aluminum and metal parts. Plaintiff began working for Defendants in
23 approximately January of 2018 and worked through approximately the end May of 2019.

24 B. Defendants

25 16. Plaintiff is informed and believes and based thereon alleges that defendant
26 EDELBROCK is, and at all times relevant hereto was, a limited liability company organized and
27 existing under and by virtue of the laws of the State of California and doing business in the
28 County of Los Angeles, State of California.

17. Plaintiff is informed and believes and based thereon alleges that defendant EMPLOYBRIDGE is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

18. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include EDELBROCK, EMPLOYBRIDGE , and any of their parent, subsidiary, or affiliated companies within the State of California, as well DOES 1 through 100 identified herein.

JURISDICTION

19. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

20. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County (and, specifically, 2700 California Street, Torrance, California 90503) is where defendant EDELBROCK purports to reside and/or have its principal place of business.

21. Plaintiff is also an “aggrieved employee” under PAGA, as she was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Other aggrieved employees Plaintiff seeks to represent are all other

1 non-exempt employees of Defendants. Accordingly, Plaintiff seeks to recover, on behalf of
2 herself and all other current and former non-exempt employees of Defendants (“other aggrieved
3 employees”), the civil penalties provided by PAGA plus reasonable attorneys’ fees and costs, as
4 the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

5 22. Plaintiff also seeks to recover the PAGA civil penalties through a representative
6 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
7 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
8 PAGA allegations described herein is not required.

9 23. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
10 such as Plaintiff, on behalf of herself and all other aggrieved current and former employees within
11 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
12 specified in Labor Code section 2699.3.

13 24. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On or around May 15, 2020, Plaintiff gave written notice to the Labor and
15 Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions of the
16 Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention
17 to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the May 15,
18 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and
19 Defendants.

20 **FACTUAL BACKGROUND**

21 25. Plaintiff and other similarly situated and aggrieved employees have not been paid,
22 during the relevant liability periods, wages for all time worked, including overtime wages, as a
23 result of, including but not limited to, Defendants at times failing to pay overtime wages to
24 Plaintiff and other non-exempt employees in the State of California in violation of California state
25 wage and hour laws as a result of, without limitation, Plaintiff, similarly situated employees and
26 other aggrieved employees occasionally working over eight (8) hours per day, twelve (12) hours
27 per day, forty (40) hours per week or seven (7) consecutive work days in a work week without
28 being properly compensated for the hours worked in excess of (8) hours per day, forty (40) hours

1 per week, or seven (7) consecutive work days in a workweek at the proper overtime rate of pay.
2 Specifically, among other things, Defendants, at times, failing to accurately track and/or pay for all
3 minutes actually worked, including but not limited to, minutes spent donning and doffing
4 equipment; paying overtime hours at the regular rate of pay; and detrimentally rounding and/or
5 editing of employee time entries.

6 26. Plaintiff and other similarly situated and aggrieved employees, on occasion, have
7 not been paid during the relevant liability periods, minimum wages for all regular hours worked,
8 as a result of, among other things, Defendants, at times, failing to accurately track and/or pay for
9 all minutes actually worked, including but not limited to, detrimental rounding and/or editing of
10 employee time entries, minutes spent waiting in lines to clock in and donning and doffing
11 equipment.

12 27. Defendants failed, at times, during the relevant liability periods, to provide Plaintiff
13 and similarly situated and aggrieved employees or former employees within the State of California
14 a thirty (30) minute, uninterrupted, and timely meal period for days on which the employees
15 worked more than five (5) hours in a workday; a second thirty (30) minute, uninterrupted, and
16 timely meal period for days on which employees worked in excess of ten (10) hours in a workday;
17 and/or compensation for such unprovided meal periods as required by California wage and hour
18 laws.

19 28. Defendants failed, at times, to provide Plaintiff and similarly situated and aggrieved
20 employees or former employees within the State of California rest periods of at least ten (10)
21 minutes per four (4) hours worked or major fraction thereof and failed, at times, to provide
22 compensation for such unprovided rest periods as required by California wage and hour laws.

23 29. At the time Plaintiff's employment and the employment of other former employees
24 of Defendants ended, Defendants willfully failed, at times, to pay overtime and minimum wages at
25 the proper rate and failed, at times, to pay one hour of wages in lieu of each non-compliant meal
26 and/or rest period, among other things.

27 30. Defendants have failed, at times, to comply with Labor Code section 226,
28 subdivision (a) by not providing itemized wage statements accurately showing, including but not

1 limited to, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate;
3 and other such information as required by Labor Code section 226, subdivision (a).

4 31. Defendants have failed, at times, to reimburse Plaintiff and similarly situated and
5 aggrieved employees, during the relevant liability periods, as required under Labor Code section
6 2802 for the costs incurred for purchase of required work uniforms, in furtherance of their work
7 duties, in violation of, among other authorities, Labor Code section 2802.

8 32. At all relevant times mentioned herein, Defendants, at times, failed to provide
9 Plaintiff and other aggrieved employees with, or permit them inspection of, records pertaining to
10 their employment, including wage statements and similar payroll documents under Labor Code
11 section 226, documents signed to obtain or hold employment under Labor Code section 432,
12 personnel records under Labor Code section 1198.5, and time records under Labor Code section
13 1174, to the detriment of Plaintiff and all other aggrieved employees. As a result of these
14 occasional violations, Defendants are liable for civil penalties pursuant to Labor Code sections 558
15 and 2699.

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a policy or practice of, failing to pay Plaintiff and other aggrieved employees their wages
18 in accordance with Labor Code section 204, which requires that “[l]abor performed between the
19 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th
20 day of the month during which the labor was performed, and labor performed between the 16th
21 and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day
22 of the following month.” As such, Plaintiff is informed and believes, and based thereon alleges,
23 that Defendants did not and do not pay their employees in accordance with Labor Code section
24 204. Defendants would be liable for civil penalties pursuant to Labor Code sections 210, 558 and
25 2699.

26 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
28 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved

1 employees with the rates of pay and overtime rates of pay applicable to their employment;
2 allowances claimed as part of the minimum wage; the regular payday designated by Employers;
3 the name, address, and telephone number of the workers' compensation insurance carrier;
4 information regarding paid sick leave; and other pertinent information required to be disclosed by
5 Defendants under Labor Code section 2810.5.

6 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 occasionally failed to provide Plaintiff and other aggrieved employees with the amount of paid
8 sick leave required to be provided pursuant to California law (including, without limitation, Labor
9 Code section 246, *et seq.*) and also, at times, did not permit its use upon request as contemplated
10 under California law. As such, Defendants would be liable for civil penalties for violation of the
11 paid sick leave regulations under Labor Code sections 558 and 2699.

12 36. Plaintiff and other similarly situated and aggrieved employees or former employees
13 at all times pertinent hereto were not exempt from the payment of overtime wages, minimum
14 wages, payment of premium wages for missed rest periods, waiting time penalties, wage statement
15 penalties, reimbursement for work-related expenses, permission to inspect employment related
16 records, proper accrual and use of paid sick leave, and other such provisions of California law, and
17 the implementing rules and regulations of the IWC California Wage Orders.

18 **CLASS ACTION ALLEGATIONS**

19 37. Plaintiff brings this action on behalf of herself and all others similarly situated, as a
20 class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of
21 all current and former non-exempt employees of Defendants within the State of California at any
22 time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that
23 notice of the class action is provided to the class (collectively referred to as "Class Members").

24 38. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision
25 (b) to amend or modify the class description with greater specificity or further division into
26 subclasses or limitation to particular issues.

27 39. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure section 382 because there is a well-defined

community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

40. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are at least sixty (60) Class Members employed by Defendants within the State of California.

41. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

42. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- (a) Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing to adequately track, and therefore adequately pay, wages for time worked by Class Members?
- (b) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay overtime at the proper rate of pay, including, without limitation, by detrimentally rounding and/or editing time entries?
- (c) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay overtime at the proper rate of pay, including, without limitation, by paying overtime hours at the regular rate of pay?
- (d) Are Class Members entitled to liquidated damages under Labor Code section 1194.2 for Defendants' failure to pay minimum wages for all hours worked?
- (e) Did Defendants violate Labor Code section 512 by not providing Class Members with compliant meal periods?

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- 1 (f) Did Defendants violate Labor Code section 226.7 by not providing Class
2 Members with additional wages for missed or interrupted meal periods?
- 3 (g) Did Defendants violate Labor Code section 512 by not providing Class
4 Members with rest periods?
- 5 (h) Did Defendants violate Labor Code section 226.7 by not providing Class
6 Members with additional wages for missed rest periods?
- 7 (i) Did Defendants violate Labor Code sections 201 and 202 by failing to pay
8 Class Members upon termination or resignation all wages earned?
- 9 (j) Are Defendants liable to Class Members for penalty wages under Labor
10 Code section 203?
- 11 (k) Did Defendants violate Labor Code section 226, subdivision (a) by not
12 furnishing Class Members with accurate wage statements?
- 13 (l) Did Defendants violate Labor Code section 2802 by not reimbursing Class
14 Members for work-related expenses, including but not limited to, the
15 purchase of required work uniforms?
- 16 (m) Did Defendants violate the Unfair Competition Law, Business and
17 Professions Code section 17200, *et seq.*, by their unlawful practices as
18 alleged herein?
- 19 (n) Are Class Members entitled to restitution of wages under Business and
20 Professions Code section 17203?
- 21 (o) Are Class Members entitled to costs and attorneys' fees?
- 22 (p) Are Class Members entitled to interest?

23 **C. Typicality**

24 43. The claims of Plaintiff herein alleged are typical of those claims which could be
25 alleged by any Class members, and the relief sought is typical of the relief which would be sought
26 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
27 damages arising out of and caused by Defendants' common course of conduct in violation of laws
28 and regulations that have the force and effect of law and statutes as alleged herein.

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E. Superiority of Class Action

46. Class action treatment will allow those similarly situated to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

(Failure to Pay Overtime Wages – Against All Defendants)

48. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

13

1 49. At all times relevant to this Complaint, Labor Code section 510 further provided
2 that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than
3 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
4 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
5 rate of pay.”

6 50. At all times mentioned, Plaintiff and Class Members, on occasion, worked for
7 Defendants during shifts that consisted of more than eight (8) hours in a workday, more than
8 twelve (12) hours in a workday, and/or more than forty (40) hours in a workweek, and/or seven (7)
9 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as
10 a result of, including but not limited to, Defendants, occasionally, failing to accurately track and/or
11 pay for all minutes actually worked, including but not limited to, minutes spent donning and
12 doffing equipment; paying overtime hours at the regular rate of pay; and detrimentally rounding
13 and/or editing of employee time entries, by Plaintiff and other similarly situated employees in the
14 State of California.

15 51. Accordingly, by occasionally requiring Plaintiff and Class Members to work
16 greater than eight (8) hours per workday, twelve (12) hours per workday, forty (40) hours per
17 workweek, and/or seven (7) straight workdays without properly compensating overtime wages at
18 the proper overtime rate of pay, Defendants on occasion willfully violated the provisions of the
19 Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California
20 law.

21 52. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have,
22 at times been deprived of overtime wages in amounts to be determined at trial, and are entitled to
23 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees and costs, pursuant
24 to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil
25 Code section 3287.

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1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 53. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

5 54. At all relevant times, Plaintiff and Class Members were employees of Defendants
6 covered by Labor Code section 1197 and applicable Wage Orders.

7 55. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
8 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 56. Defendants, at times, failed to pay Plaintiff and Class Members minimum wages
11 for all minutes worked as a result of, including but not limited to, Defendants, at times, failing to
12 accurately track and/or pay for all minutes actually worked, including but not limited to,
13 detrimental rounding and/or editing of employee time entries, minutes spent waiting in lines to
14 clock in and donning and doffing equipment.

15 57. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class
16 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
17 minimum wages for all minutes worked or otherwise due.

18 58. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
19 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled
20 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
21 damages, reasonable attorneys' fees and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Provide Meal Periods – Against All Defendants)**

24 59. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

26 60. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer
27 shall employ an employee for a work period of more than five (5) hours without a timely meal
28 break of not less than thirty (30) minutes in which the employee is relieved of all of his or her

1 duties. Furthermore, no employer shall employ an employee for a work period of more than ten
2 (10) hours per day without providing the employee with a second timely meal period of not less
3 than thirty (30) minutes in which the employee is relieved of all of his or her duties.

4 61. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
5 with a meal period as provided in the applicable Wage Order of the Industrial Welfare
6 Commission, the employer shall pay the employee one (1) additional hour of pay at the
7 employee's regular rate of compensation for each workday that the meal period is not provided.

8 62. Plaintiff and Class Members were, at times, during the relevant time period, not
9 provided with compliant meal periods as contemplated under the law.

10 63. By their occasional failure to provide Plaintiff and Class Members with the meal
11 periods contemplated by Labor Code section 512, among other California authorities, and
12 occasional failure to provide compensation for such unprovided meal periods, as alleged above,
13 Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage
14 Orders.

15 64. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have at
16 times suffered damages in an amount, subject to proof, to the extent they were not paid additional
17 pay owed for missed, untimely, interrupted and/or incomplete meal periods.

18 65. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
19 additional pay for missed meal periods, in amounts to be determined at trial, and are entitled to
20 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
21 Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil
22 Code section 3287.

23 **FOURTH CAUSE OF ACTION**

24 **(Failure to Provide Rest Periods – Against All Defendants)**

25 66. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

27 67. California law and applicable Wage Orders require that employers "authorize and
28 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour

1 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20)
4 minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be
5 provided thirty (30) minutes of paid rest period.

6 68. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
7 with a meal period or rest period as provided in the applicable Wage Order of the Industrial
8 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
9 employee’s regular rate of compensation for each work day that the rest period is not provided.

10 69. By their occasional failure to provide Plaintiff and Class Members with the rest
11 periods contemplated by California law, and occasional failure to provide compensation for such
12 unprovided rest periods, as alleged above, Defendants at times willfully violated the provisions of
13 Labor Code section 226.7 and applicable Wage Orders.

14 70. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have at
15 times suffered damages in an amount, subject to proof, to the extent they were not paid additional
16 pay owed for missed rest periods.

17 71. Pursuant to Labor Code section 226.7, Code of Civil Procedure section 1032, and
18 Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of
19 their premium pay for unprovided rest periods, interest and penalties thereon, and costs of suit.

20 **FIFTH CAUSE OF ACTION**

21 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

22 72. Plaintiff realleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

24 73. At all relevant times, Plaintiff and Class Members were employees of Defendants
25 covered by Labor Code sections 201 and 202.

26 74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
27 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
28 Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge

1 immediately upon termination. Employees who resigned were entitled to payment of all wages
2 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
3 gave 72 hours' previous notice, they were entitled to payment of all wages earned and unpaid at
4 the time of resignation.

5 75. Plaintiff is informed and believes, and based thereon alleges, that Defendants, due
6 to the occasional failure to provide wages as mentioned above, at times failed to pay Plaintiff and
7 Class Members all wages earned and unpaid, including overtime wages and minimum wages,
8 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

9 76. Defendants' occasional failure to pay Plaintiff and Class Members all wages earned
10 prior to termination in accordance with Labor Code sections 201 and 202 was willful. Defendants
11 had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination
12 in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or
13 practices incompatible with the requirements of Labor Code sections 201 and 202.

14 77. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members are
15 entitled to all wages earned prior to termination that Defendants, at times, failed to pay them.

16 78. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
17 waiting time penalties from the date their earned and unpaid wages were due, upon termination,
18 until paid, up to a maximum of thirty (30) days.

19 79. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class
20 Members have at times suffered damages in an amount subject to proof, to the extent they were
21 not paid for all wages earned prior to termination.

22 80. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class
23 Members have suffered damages in an amount subject to proof, to the extent they were not paid all
24 waiting time penalties owed under Labor Code section 203.

25 81. Pursuant to Labor Code sections 203, 218, 218.5, 218.6, Code of Civil Procedure
26 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled
27 to recover waiting time penalties under Labor Code section 203, reasonable attorneys' fees on
28 their unpaid wages, and costs of suit.

82. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and other costs of suit on the waiting time penalties, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

83. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

84. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code section 226.

85. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

86. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times, Defendants, due to the occasional failure to pay due wages for the reasons described herein, also failed, at times, to issue wage statements that accurately set out amounts due to, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

87. Thus, Defendants occasionally failed to provide Plaintiff and Class Members accurate itemized wage statements in accordance with Labor Code section 226, subdivision (a).

88. Defendants' failure to provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other members of the Wage Statement Class with accurate wage statements, but willfully provided wage statements that Defendants knew were not accurate.

89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on their wage statements has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical

1 computations to determine the amount of wages owed; causes difficulty and expense in attempting
2 to reconstruct time and pay records; and led to submission of inaccurate information about wages
3 and amounts deducted from wages to state and federal governmental agencies.

4 90. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
5 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
6 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
7 pay period, not to exceed an aggregate \$4,000.00 per employee.

8 91. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
9 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
10 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
11 attorneys' fees, and costs of suit.

12 **SEVENTH CAUSE OF ACTION**

13 **(Violation of Labor Code § 2802 – Against All Defendants)**

14 92. Plaintiff realleges and incorporates by reference all of the allegations contained in
15 the preceding paragraphs of this First Amended Complaint as though full set forth hereat.

16 93. At all relevant times, Plaintiff and Class Members were employees of Defendants
17 covered by Labor Code section 2802.

18 94. California Labor Code section 2802, subdivision (a) provides that “an employer
19 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties . . .”

21 95. At all relevant times, Defendants have at times failed and refused, and still fail and
22 refuse, to reimburse Plaintiff and Class Members for the costs incurred, including but not limited
23 to, purchase of required work uniforms.

24 96. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
25 suffered damages in an amount subject to proof, to the extent they were not reimbursed for costs
26 incurred in furtherance of their work duties for Defendants.

27 97. Pursuant to Labor Code section 2802, Code of Civil Procedure section 1032, and
28 Civil Code section 3287, Plaintiff and Class Members are entitled to recover actual costs incurred

1 for their costs incurred for the purchase of required work uniforms, reasonable attorney's fees and
2 costs of suit.

3 **EIGHTH CAUSE OF ACTION**

4 **(Unfair Competition – Against All Defendants)**

5 98. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

7 99. The unlawful conduct of Defendants alleged herein constitutes unfair competition
8 within the meaning of Business and Professions Code section 17200. Due to their unlawful
9 business practices in violation of the Labor Code, Defendants have gained a competitive
10 advantage over other comparable companies doing business in the State of California that comply
11 with their obligations to compensate employees in accordance with the Labor Code.

12 100. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
13 Members have suffered injury in fact and lost money or property. Plaintiff and Class Members
14 have been, on occasion, deprived of overtime compensation; minimum wage compensation;
15 provision of meal breaks or compensation in lieu thereof; provision of rest breaks or compensation
16 in lieu thereof; provision of all wages upon termination or resignation; accurate wage statements;
17 and reimbursements for costs incurred in furtherance of job duties, among other things.

18 101. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
19 Members are entitled to restitution of all wages and other monies owed to them under the Labor
20 Code, including interest thereon, in which they had a property interest and which Defendants
21 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of
22 the money owed to Plaintiff and Class Members is necessary to prevent Defendants from
23 becoming unjustly enriched by their failure to comply with the Labor Code.

24 102. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
25 Procedure section 1032 and interest under Civil Code section 3287.

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1 **NINTH CAUSE OF ACTION**

2 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

3 103. Plaintiff realleges and incorporates by reference all the allegations contained in the
4 preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

5 104. At all relevant times herein, Labor Code section 204, requires and required that:
6 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
7 for between the 16th and 26th day of the month during which the labor was performed, and labor
8 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
9 between the 1st and 10th day of the following month.”

10 105. At all relevant times herein, Labor Code section 210, subdivision (a) states and
11 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
12 this article, every person who fails to pay the wages of each employee as provided in Sections
13 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1)
14 For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and
15 “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
16 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

17 106. At all relevant times herein, Defendants have had a consistent policy or practice of,
18 failing to pay Plaintiff and aggrieved employees during their employment on a timely basis as per
19 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved
20 employees or former employees she seeks to represent are entitled to recover civil penalties for
21 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100)
22 for each aggrieved employee or former employee for each initial violation per employee, and two
23 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent
24 violation in connection with each payment that was made in violation of Labor Code section 204.

25 **TENTH CAUSE OF ACTION**

26 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

27 107. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

1 108. Defendants have had a consistent policy or practice of failing to comply with Labor
2 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage
3 statements that accurately reflect gross wages earned; total hours worked by the employee; all
4 deductions; net wages earned; the inclusive dates of the period for which the employee is paid; all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee; and other such information as required by Labor
7 Code section 226, subdivision (a).

8 109. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
9 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
10 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
11 for each violation in a subsequent citation, for which the employer fails to provide the employee a
12 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

13 110. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
14 this section are in addition to any other penalty provided by law.”

15 111. Plaintiff is informed and believes and based thereon alleges that Defendants failed
16 and continue to fail to furnish non-exempt employees, including, without limitation, Plaintiff, with
17 itemized wage statements that accurately reflect gross wages earned; total hours worked by the
18 employee; all deductions; net wages earned; the inclusive dates of the period for which the
19 employee is paid; all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee; and other such information, as
21 required by Labor Code section 226, subdivision (a).

22 112. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees or
23 former employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants’
24 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars
25 (\$250) for each aggrieved employee or former employee per pay period for the initial violation,
26 and one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay
27 period for each subsequent violation.

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ELEVENTH CAUSE OF ACTION

(Violation of Labor Code § 558 – Against All Defendants)

113. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

114. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any order of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- a. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- b. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- c. Wages recovered pursuant to this section shall be paid to the affected employee.”

115. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; to be reimbursed for work expenses; be provided with the opportunity to inspect employment records; and be provided with notice as required under Labor Code section 2810.5.

116. As a direct and proximate result of Defendants’ conduct, Plaintiff and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code section 558 in amounts to be determined at trial.

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TWELFTH CAUSE OF ACTION

(Violation of Labor Code § 1197.1 – Against All Defendants)

117. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

118. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

a. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

b. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

c. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected

1 employee.”

2 119. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, made
3 the decision that Plaintiff would not be paid their due minimum wages as required due to, among
4 other things, Defendants, on occasion, detrimental rounding and/or editing of employee time
5 entries, minutes spent waiting in lines to clock in and donning and doffing equipment, to the
6 detriment of Plaintiff and other aggrieved employees.

7 120. As a direct and proximate result of Defendants’ conduct, Plaintiff is entitled to
8 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code
9 section 1197.1.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

12 121. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

14 122. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
15 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
16 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
17 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of herself and other current or former
19 employees pursuant to the procedures specified in Labor Code section 2699.3.

20 123. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the
21 Labor Code except those for which a civil penalty is specifically provided, the established civil
22 penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the
23 person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
24 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
25 each aggrieved employee per pay period for each subsequent violation.

26 124. Plaintiff is informed and believes and based thereon alleges that Defendants, and
27 each of them, violated the Labor Code sections described herein, including, without limitation, for
28 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or

1 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages
2 during employment and after employment separation; provide employees the opportunity to
3 inspect employment records; provide reimbursement for the purchase of required work uniforms,
4 in furtherance of their work duties; provide and pay for sick leave; and provide notice as required
5 under Labor Code section 2810.5, entitling Plaintiff and other aggrieved employees to civil
6 penalties for each of these Labor Code violations in the amounts set forth in Labor Code section
7 2699, subdivision (f).

8 125. Moreover, Plaintiff and other aggrieved current and former employees within the
9 State of California whom she seeks to represent are entitled to an award of reasonable attorneys'
10 fees and costs in connection with their herein-described claims for civil penalties.

11 **DEMAND FOR JURY TRIAL**

12 126. Plaintiff demands a trial by jury on all causes of action contained herein.

13 **PRAYER**

14 WHEREFORE, on behalf of herself and all others similarly situated and aggrieved,
15 Plaintiff prays for judgment against Defendants as follows:

- 16 A. An order certifying this case as a Class Action;
- 17 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
18 counsel as class counsel;
- 19 C. Damages for all wages earned and owed, including minimum and overtime wages
20 under Labor Code sections 510, 1194, 1197 and 1199;
- 21 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 22 E. Damages for unpaid premium wages from missed meal and rest periods under,
23 among other Labor Code sections, 512 and 226.7;
- 24 F. Penalties for inaccurate wage statements under Labor Code section 226,
25 subdivision (e);
- 26 G. Damages for unpaid penalty wages under Labor Code section 203;
- 27 H. Waiting time penalties under Labor Code section 203;
- 28 I. Reimbursement for costs incurred in furtherance of work duties under Labor Code

- 1 section 2802;
- 2 J. Preliminary and permanent injunctions prohibiting Defendants from further
- 3 violating the California Labor Code and requiring the establishment of appropriate
- 4 and effective means to prevent future violations;
- 5 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 6 1197.1, and 2699;
- 7 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 8 210, 226.3, 558, 1197.1, and 2699;
- 9 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 10 N. For attorneys' fees in prosecuting this action;
- 11 O. For costs of suit incurred herein; and
- 12 P. For such other and further relief as the Court deems just and proper.

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14 Dated: October 1, 2020

BIBIYAN LAW GROUP, P.C.

15

16 BY: 

17 SARA EHSANI-NIA

18 Attorneys for Plaintiff ELIZABETH RUIZ, on behalf

19 of herself and all others similarly situated

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