

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NGUOI VIET NEWS, INC., a California corporation; Additional Parties Attachment form is attached.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ALLISON PHAM, Additional Parties Attachment form is attached.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Orange County Superior Court
(El nombre y dirección de la corte es): Civil Complex Center
751 West Santa Ana Blvd.
Santa Ana, CA 92701

CASE NUMBER: (Número del Caso):

30-2020-01157868-CU-OE-CJC

Judge Glenda Sanders

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Additional Parties Attachment form is attached.

DAVID H. YAMASAKI, Clerk of the Court

DATE: 08/28/2020
(Fecha)

Clerk, by
(Secretario)

Alase

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

Sarah Loose

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date)

SHORT TITLE:

ALLISON PHAM v NGUOI VIET NEWS, INC., et al

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

VINH HOANG, an individual; NAM PHUONG TRAN, an individual; MARY VU, an individual; ANH BAO DO, an individual; CHAU DAO DO, an individual; JASON LA, an individual; BOA QUOC PHAM, an individual; and DOES 1-50 inclusive

SHORT TITLE:

ALLISON PHAM v NGUOI VIET NEWS, INC., et al

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

NHAN PHAM, NGOC-LAN NGUYEN, on behalf of themselves and all employees similarly situated,

SHORT TITLE:

Allison Pham v. Nguoi Viet News, Inc. et al

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ARIN NORIJANIAN, ESQ. (SBN 260936)
 arin@arinjames.com
 JAMES H. DEMERJIAN, ESQ. (SBN 266525)
 james@arinjames.com
 ARIN | JAMES LLP
 100 North Brand Blvd., Suite 620
 Glendale, CA 91203
 (818) 476-0133 | Fax: (818) 230-5243

Douglas H. Hoang, Esq. (SBN 193412)
 dhoang@k2employmentlaw.com
 Matthew T. Kramer, Esq. (SBN 255465)
 mkramer@k2employmentlaw.com
 K2 Employment Law Group, LLP
 11751 Zelzah Avenue
 Granada Hills, California 91344
 Tel. No.: (800) 590-7674

Attorneys for Plaintiffs, ALLISON PHAM,
 NHAN PHAM, NGOC-LAN NGUYEN,
 on behalf of themselves and all employees
 similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address):

Douglas H. Hoang, Esq. (SBN 1994122)

K2 Employment Law Group, LLP

11751 Zelzah Avenue, Granada Hills, California 91344

TELEPHONE NO.: (800) 590-7674

FAX NO. (Optional): 818-360-9539

ATTORNEY FOR (Name): ALLISON PHAM et al

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 751 W. Santa Ana Blvd

MAILING ADDRESS: Santa Ana, Ca 92701

CITY AND ZIP CODE

BRANCH NAME: Civil Complex Center

CASE NAME:

ALLISON PHAM v NGUOI VIET NEWS, INC., et al

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

30-2020-01157868-CU-OE-CJC

JUDGE:

Judge Glenda Sanders

DEPT.:

CX101

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 10

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 28, 2020

Douglas H. Hoang, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ARIN NORIJANIAN, ESQ. (SBN 260936)
arin@arinjames.com
JAMES H. DEMERJIAN, ESQ. (SBN 266525)
james@arinjames.com
ARIN | JAMES LLP
100 North Brand Blvd., Suite 620
Glendale, CA 91203
(818) 476-0133 | Fax: (818) 230-5243

Douglas H. Hoang, Esq. (SBN 193412)
dhoang@k2employmentlaw.com
Matthew T. Kramer, Esq. (SBN 255465)
mkramer@k2employmentlaw.com
K2 Employment Law Group, LLP
11751 Zelzah Avenue
Granada Hills, California 91344
Tel. No.: (800) 590-7674

Attorneys for Plaintiffs, ALLISON PHAM,
NHAN PHAM, NGOC-LAN NGUYEN,
on behalf of themselves and all employees
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ALLISON PHAM, NHAN PHAM,
NGOC-LAN NGUYEN, on behalf of
themselves and all employees similarly
situated,

Plaintiffs,

v.

NGUOI VIET NEWS, INC., a California
corporation; VINH HOANG, an
individual; NAM PHUONG TRAN, an
individual; MARY VU, an individual;
ANH BAO DO, an individual; CHAU
DAO DO, an individual; JASON LA, an
individual; BOA QUOC PHAM, an
individual; and DOES 1-50 inclusive,

Defendants.

Case No.: 30-2020-01157868-CU-OE-CJC
Assigned for all purposes to: Judge Glenda Sanders
CLASS ACTION COMPLAINT FOR: Dept: CX101

1. **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF CALIFORNIA (Cal. Labor Code §§ 1182, 1182.12, 11980;**
2. **FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 226.7 AND IWC WAGE ORDER NOS. 1-2001 and 4-2001;**
3. **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197;**
4. **FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194;**
5. **FAILURE TO REIMBURSE FOR NECESSARY EXPENDITURES IN VIOLATION OF LABOR CODE SEC. 2802;**
6. **FAILURE TO PAY ALL WAGES**

7. **IN VIOLATION OF LABOR CODE SECTIONS 201-202; WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE SECTION 203;**
8. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(A);**
9. **UNFAIR COMPETITION IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.**
10. **PRIVATE ATTORNEY GENERAL ACT (Cal. Labor Code § 2698 et seq.)**

[DEMAND FOR JURY TRIAL]

Plaintiffs, ALLISON PHAM, NHAN PHAM, NGOC-LAN NGUYEN, (hereinafter “Plaintiffs”), on behalf of themselves and the Plaintiff Class and the aggrieved employees, complain and allege as follows:

INTRODUCTION

1. This is a class action brought by Plaintiffs, on behalf of themselves and the Class they seek to represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of and hereinafter refers to all non-exempt employees, misclassified or otherwise, currently and formerly employed by Defendants NGUOI VIET NEWS, INC., VINH HOANG, NAM PHUONG TRAN, MARY VU, ANH BAO DO, CHAU DAO DO, JASON LA, BAO QUOC PHAM, (hereinafter collectively referred to as “Defendants”), during the Class Period.

2. The term “Class Period” is defined as four (4) years prior to the filing of this Complaint, through the date final judgment is entered. Plaintiffs reserve the right to amend this Complaint to reflect a different “Class Period” or “Plaintiff Class” as further discovery is conducted.

3. Plaintiffs and Plaintiff Class were misclassified as exempt employees while actually employed as non-exempt employees for Defendants. Plaintiffs and Plaintiff Class worked for Defendants throughout various areas of Southern California.

4. Plaintiffs further bring this representative action against Defendants on behalf of

1 aggrieved employees to recover, among other things, civil penalties, attorney's fees and costs and
2 expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
3 ("PAGA").

4 **PARTIES**

5 **The Plaintiffs**

6 5. Plaintiff ALLISON PHAM is an individual residing in Orange County, California.

7 6. Plaintiff NHAN PHAM is an individual residing in Orange County, California..

8 7. Plaintiff NGOC-LAN NGUYEN is an individual residing in Orange County,
9 California.

10 8. Defendants employed Plaintiffs NGOC-LAN NGUYEN and ALLISON PHAM
11 as reporters and Plaintiff NHAN PHAM as a video-camera operator throughout California.
12 Defendants employed Plaintiff NGOC-LAN NGUYEN from July 1, 2007 to April 15, 2020;
13 Plaintiff ALLISON PHAM from October 8, 2018 to March 31, 2020; and Plaintiff NHAN PHAM
14 from October 1, 2012 to March 31, 2020. Defendants classified Plaintiffs as exempt throughout
15 the duration of their employment and based on that classification, Defendants did not pay
16 Plaintiffs a premium rate for overtime hours worked nor did they provide or ensure that they
17 receive complaint meal or rest breaks. Defendants, however, misclassified Plaintiffs as exempt
18 employees because they did not employ them in a position that met the requirements of an
19 exemption as defined under the Industrial Welfare Commission ("IWC") Wage Orders; on
20 information and belief, IWC Wage Order Nos. 1 and 4 are applicable to Defendants' business and
21 trade. Specifically, Plaintiffs were neither paid the requisite minimum salary nor performed
22 exempt job duties to fall within exempt classifications.

23 **Defendants**

24 9. At all relevant times herein, Defendant NGUOI VIET NEWS, INC. is a California
25 corporation which, on information and belief, is conducting business in good standing in
26 California. Defendant NGUOI VIET NEWS, INC. operates a daily newspaper in Westminster,
27 California and employs employees in the County of Orange and throughout California.

28 10. At all relevant times herein, Defendant VINH HOANG was and now is the chief

1 executive officer and director of Defendant NGUOI VIET NEWS, INC. and on information and
2 belief, was and now is an individual residing in Orange County, California. Plaintiffs are
3 informed and believe, and based thereon allege, that Defendant VINH HOANG is a person acting
4 on behalf of NGUOI VIET NEWS, INC. pursuant to Labor Code § 558 and is an officer or agent
5 of NGUOI VIET NEWS, INC. pursuant to Labor Code § 1197.1.

6 11. At all relevant times herein, Defendants NAM PHUONG TRAN, MARY VU,
7 ANH BAO DO, CHAU DAO DO, JASON LA and BAO QUOC PHAM were and now are
8 directors of Defendant NGUOI VIET NEWS, INC. and on information and belief, were and now
9 are individuals residing in Orange County, California. Plaintiffs are informed and believe, and
10 based thereon allege, that Defendants NAM PHUONG TRAN, MARY VU, ANH BAO DO,
11 CHAU DAO DO, JASON LA AND BAO QUOC PHAM are persons acting on behalf of NGUOI
12 VIET NEWS, INC. pursuant to Labor Code § 558 and are officers or agents of NGUOI VIET
13 NEWS, INC. pursuant to Labor Code § 1197.1.

14 12. Plaintiffs are not aware of the true names and/or capacities of those entities or
15 individuals sued herein as DOES 1 through 50, inclusive, and therefore sue these Defendants by
16 their fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to insert
17 their true names and/or capacities when the same are ascertained.

18 13. Unless otherwise specified herein, each DOE Defendant was the agent and
19 employee of each Defendant, and in doing the things hereinafter mentioned, were at all times
20 acting within the course and scope of that agency and employment.

21 **JURISDICTION AND VENUE**

22 14. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this
23 Complaint as if fully alleged herein.

24 15. This Court has subject matter jurisdiction over the causes of action alleged in this
25 Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
26 excluded from exercising subject matter jurisdiction over said causes of action.

27 16. Venue is proper in the County of Orange because Defendants' address is in this
28 county, and the violations of statutes calling for damages and penalties occurred in this county.

CLASS ALLEGATIONS

17. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully alleged herein.

18. Defendants employed Plaintiffs as non-exempt hourly employees while misclassifying them as exempt employees. Defendants employed Plaintiffs NGOC-LAN NGUYEN, and ALLISON PHAM as reporters and Plaintiff NHAN PHAM as a video-camera operator. Defendants misclassified Plaintiffs as exempt throughout the duration of their employment and based on that misclassification, paid them a predetermined salary.

19. Relying upon their misclassification, Defendants did not pay Plaintiffs a premium rate for overtime hours worked nor did they provide or ensure that they receive compliant meal or rest breaks. Defendants, however, misclassified Plaintiffs' positions as exempt because they did not employ them in a position that met the requirements of an exemption as defined under Wage Order No. 1 and 4, the applicable Wage Orders alleged herein. Specifically, Plaintiffs were neither paid the requisite minimum salary nor performed exempt job duties to fall within exempt classifications.

20. Plaintiff ALLISON PHAM worked for Defendants from in or about October 2018 until in or about March 31, 2020 when she was wrongfully terminated by Defendants. Plaintiff ALLISON PHAM was paid an annual salary of approximately \$33,000.00 without regarding to overtime payments.

21. Plaintiff NHAN PHAM worked for Defendants from in or about October 2012 until in or about March 31, 2020 when he was wrongfully terminated by Defendants. Plaintiff NHAN PHAM was paid an annual salary of approximately \$41,382.00 without regarding to overtime payments.

22. Plaintiff NGOC-LAN NGUYEN worked for Defendants from in or about September 2004 until in or about April 15, 2020 when she was wrongfully terminated by Defendants. Plaintiff NGOC-LAN NGUYEN was paid an annual salary of approximately 33,600.00 without regarding to overtime payments.

23. During the course of employment, Plaintiffs, and similarly situated employees,

continually worked an eight (8) hour day, five and more days a week, with no break or meal time periods provided. Further, Plaintiffs and similarly situated employees were not compensated for any overtime hours worked, including compensation for time and overtime worked off the clock. Plaintiffs and similarly situated employees worked overtime which they were not properly compensated for.

24. Further, Defendants did not allow Plaintiffs, and similarly situated employees, ten (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay them a premium for the missed rest and/or meal periods.

25. Plaintiffs, similarly situated employees, worked overtime both beyond their eight (8) hour shifts and over forty (40) hours per week.

26. Defendants failed to pay Plaintiffs and similarly situated employees for their overtime work, including overtime compensation, in particular time worked off the clock.

27. Plaintiffs and similarly situated employees were non-exempt employees entitled to overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable Industrial Welfare Commission wage orders.

28. Moreover, during their employment, Plaintiffs and similarly situated employees had to use and pay for their own cellphones and incurred other business expenses without adequate reimbursement. The items were necessary and required for the performance of Plaintiffs and similarly situated employees work.

29. At their separation, Plaintiffs were not paid all wages owed to them and during their employment, Plaintiffs were not provided with accurate wage statements. Plaintiffs are informed and believe other similarly situated employees were also not paid all wages at time of termination.

30. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons, as a class action pursuant to California Code of Civil Procedure §382. The class is composed of several subclasses, defined as follows:

Subclass A: All current and former non-exempt employees, misclassified as exempt or otherwise, employed by Defendants in California, during the Class Period, and not provided off-duty meal periods or one hour's pay in lieu thereof, in

1 violation of California Labor Code §§226.7 and 512, and IWC Wage Order Nos. 1-
2 2001 and 4-2001.

3 **Subclass B:** All current and former non-exempt employees, misclassified as
4 exempt or otherwise, employed by Defendants in California, during the Class
5 Period, and not provided rest periods or one hour's pay in lieu thereof, in violation
6 of California Labor Code §226.7 and IWC Wage Order Nos. 1-2001 and 4-2001.

7 **Subclass C:** All current and former non-exempt employees, misclassified as
8 exempt or otherwise, employed by Defendants in California, during the Class
9 Period, and not paid for all hours worked, in violation of California Labor Code
10 sections 1194 and 1194.

11 **Subclass D:** All current and former non-exempt employees, misclassified as
12 exempt or otherwise, employed by Defendants in California, during the Class
13 Period, and not paid all applicable overtime rates for overtime hours worked, in
14 violation of California Labor Code sections 510 and 1194.

15 **Subclass E:** All current and former non-exempt employees, misclassified as
16 exempt or otherwise, employed by Defendants in California, during the Class
17 Period, who were regularly not reimbursed for necessary work-related
18 expenditures, in violation of California Labor Code section 2802.

19 **Subclass F:** All current and former non-exempt employees, misclassified as
20 exempt or otherwise, employed by Defendants in California, during the Class
21 Period, and not paid all wages due for unprovided meal and rest periods, at the time
22 they were discharged, or within 3 days after quitting, in violation of California
23 Labor Code §§201-202.

24 **Subclass G:** All current and former non-exempt employees, misclassified as
25 exempt or otherwise, employed by Defendants in California, during the Class
26 Period, and not paid all wages due at the time they were discharged, or within 3
27 days after quitting, and not paid penalties due to them under California Labor Code
28 §203 for each day their wages due went unpaid after discharge or resignation, for

up to thirty (30) days.

Subclass H: All current and former non-exempt employees, misclassified as exempt or otherwise, employed by Defendants in California, during the Class Period, and not provided complete and accurate wage statements, in violation of California Labor Code §226.

Subclass I: All current and former non-exempt employees, misclassified as exempt or otherwise, employed by Defendants in California, during the Class Period, and not provided with wage statements and/or personnel files, in violation of California Labor Code §§226 and/or 1198.5.

Subclass J: All current and former non-exempt employees, misclassified as exempt or otherwise, employed by Defendants in California, during the Class Period, and subjected to Defendants unfair business practices, in violation of Business and Professions Code §17200 *et seq.*

31. Plaintiffs reserve the right under Rule 1855(b), *California Rules of Court*, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

32. This action has been brought, and may be maintained, as a class action pursuant to *Code of Civil Procedure* § 382, because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

33. This Court should permit this action to be maintained as a class action pursuant to *California Code of Civil Procedure* § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The Class is so numerous that it is impractical to bring all member of the Class before the Court;

(d) Plaintiff and Plaintiff Class will not be able to obtain effective and economic

1 legal redress unless the action is maintained as a class action;

2 (e) There is a community of interest in obtaining appropriate legal and equitable
3 relief for the common law and statutory violations and other improprieties, and in obtaining
4 adequate compensation for the damages and injuries which Defendants' actions have inflicted
5 upon the Class;

6 (f) There is a community of interest in ensuring that the combined assets and
7 available insurance of the Defendants are sufficient to adequately compensate Plaintiff Class for
8 the injuries sustained;

9 (g) Without class certification, the prosecution of separate actions by individual
10 members of the Class would create a risk of:

11 (1) Inconsistent or varying adjudications with respect to individual
12 members of the Class which would establish incompatible standard of conduct for the Defendants;
13 and/or

14 (2) Adjudications with respect to the individual members which would,
15 as a practical matter, be dispositive of the interests of other members not parties to the
16 adjudications, or would substantially impair or impede their ability to protect their interests,
17 including but not limited to the potential for exhausting the funds available from those parties who
18 are, or may be, responsible Defendants; and

19 (h) Defendants have acted or refused to act on grounds generally applicable to
20 the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS**

23 **IN VIOLATION OF CALIFORNIA**

24 **LABOR CODE SECTIONS 226.7 AND 512, AND IWC WAGE ORDER NOS. 1-2001**

25 **AND 4-2001**

26 **(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1**
27 **through 50 only)**

28 34. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this

1 Complaint as if fully alleged herein.

2 35. California Labor Code section 226.7(b) in relevant part provides, “An employer
3 shall not require an employee to work during a meal or rest or recovery period mandated pursuant
4 to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
5 Commission...”

6 36. Under IWC Order Nos. 1-2001 and 4-2001, Defendants were required to provide
7 Plaintiffs and each member of Plaintiff Class one off-duty meal period for every shift lasting over
8 five (5) hours, up to ten hours, and a second off-duty meal period for every shift lasting over ten
9 (10) hours.

10 37. California Labor Code section 512(a) in relevant part provides, “An employer may
11 not employ an employee for a work period of more than five hours per day without providing the
12 employee with a meal period of not less than 30 minutes...”

13 38. Defendants had a pattern and practice of requiring its employees to be on duty at
14 all times. Consequently, Defendants regularly failed to provide Plaintiffs and Plaintiff Class one
15 thirty (30) minute off-duty meal period for shifts lasting longer over five (5) hours, and a second
16 thirty (30) minute off-duty meal period for shifts lasting over ten (10) hours.

17 39. Under section 226.7(c), an employer who violates section 226.7(b), “...shall pay
18 the employee one additional hour of pay at the employee’s regular rate of compensation for each
19 workday that the meal or rest or recovery period is not provided.”

20 40. Defendants failed to pay Plaintiffs and Plaintiff Class one (1) additional hour of pay
21 at their regular rate of compensation for each day an off-duty meal period was not provided to
22 them. Defendants had a pattern and practice of not scheduling meal periods for Plaintiffs and
23 Plaintiff Class and understaffing such that Plaintiffs and Plaintiff Class could not be relieved to
24 take meal periods.

25 41. Defendants’ willful violation of Labor Code sections 226.7 and 512, and IWC
26 Order Nos. 1-2001 and 4-2001, caused injury to Plaintiffs and Plaintiff Class in the form of
27 withheld meal periods or wages in lieu thereof. Plaintiffs, on behalf of themselves and Plaintiff
28 Class, seek to recover damages under Labor Code section 226.7.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
IN VIOLATION OF CALIFORNIA LABOR CODE
SECTION 226.7 AND IWC WAGE ORDER NOS. 1-2001 and 4-2001
(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1 through 50 only)

42. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully alleged herein.

43. California Labor Code section 226.7(b) in relevant part provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...”

44. Under IWC Wage Order Nos. 1-2001 and 4-2001, Defendants were required to provide Plaintiffs and Plaintiff Class one off-duty rest period for every four hours, or major fraction thereof, worked.

45. Defendants had a pattern and practice of requiring its employees to be on duty at all times. Accordingly, Defendants regularly failed to provide Plaintiffs and Plaintiff Class off-duty rest periods. Defendants did not schedule rest periods and understaffed such that Plaintiffs and Plaintiff Class could not be relieved to take rest periods.

46. Under section 226.7(c), an employer who violates section 226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

47. Defendants failed to pay Plaintiffs and Plaintiff Class one (1) additional hour of pay at their regular rate of compensation for each day an off-duty rest period was not provided to them.

48. Defendants’ willful violation of Labor Code section 226.7 and IWC Order Nos. 1-2001 and 4-2001, caused injury to Plaintiffs and Plaintiff Class, in the form of withheld rest periods or wages in lieu thereof. Plaintiffs, on behalf of themselves and Plaintiff Class, seek to recover damages under Labor Code section 226.7.

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197
(Plaintiffs and Plaintiff Class against all Defendants)

49. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully alleged herein.

50. California Labor Code Section 1197 in relevant part provides, “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

51. California Labor Code section 1182.12 establishes the minimum wage in California. During the Class Period, the minimum wage ranged from eight (\$8.00) to twelve (\$12.00) dollars per hour.

52. California Labor Code section 1194 in relevant part provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

53. Defendants had a pattern and practice of not paying Plaintiffs and Plaintiff Class for all hours worked. Defendants had a pattern and practice of requiring employees to work off the clock. Plaintiffs, on behalf of themselves and Plaintiff Class, seeks all wages owed, interest, attorney’s fees and costs, under Labor Code section 1194.

FOURTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME
IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194
(Plaintiffs and Plaintiff Class against all Defendants)

54. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully alleged herein.

55. California Labor Code section 510 in relevant part provides, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

56. California Labor Code section 1194 in relevant part provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

57. Plaintiffs and Plaintiff Class regularly worked hours over eight in a day or forty in a week. Defendants had a pattern and practice of failing to pay Plaintiffs and Plaintiff Class one and one-half times their regular rate of pay for overtime hours.

58. Defendants had a pattern and practice of not paying Plaintiffs and Plaintiff Class for all hours worked, and therefore failed to pay all overtime earned by Plaintiffs and Plaintiff Class. Plaintiffs, on behalf of themselves and Plaintiff Class, seeks all overtime wages owed, interest, attorney's fees and costs, under Labor Code section 1194.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY EXPENDITURES

IN VIOLATION OF LABOR CODE SEC. 2802

(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1 through 50 only)

59. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully alleged herein.

60. California Labor Code section 2802(a), in relevant part, provided, “An employer

1 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
2 employee in direct consequence of the discharge of his or her duties...”

3 61. California Labor Code section 2802(c), provides, “...the term “necessary
4 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s
5 fees incurred by the employee enforcing the rights granted by this section. “

6 62. Defendants required Plaintiffs and Plaintiff Class to use cell phones for purposes of
7 work-related communications and other items for work. However, Defendants failed to adequately
8 reimburse Plaintiffs and Plaintiff Class for the work-related use of their cell phones and other
9 items.

10 63. Plaintiffs, on behalf of themselves and Plaintiff Class, seeks to recover all wages
11 owed, attorney’s fees, and costs, under Labor Code sections 2802(c) and 218.5.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES**

14 **IN VIOLATION OF LABOR CODE SECTIONS 201-202**

15 **(Plaintiffs and Plaintiff Class against all Defendants)**

16 64. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this
17 Complaint as if fully alleged herein.

18 65. California Labor Code sections 201(a), in relevant part, provides, “If an employer
19 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
20 immediately.”

21 66. California Labor Code sections 202(a), in relevant part, provides, “If an employee
22 not having a written contract for a definite period quits his or her employment, his or her wages
23 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
24 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting.”

26 67. Defendants intentionally failed to pay Plaintiffs and Plaintiff Class all wages
27 earned, including overtime, at the time Plaintiffs and Plaintiff Class were discharged, or within
28 seventy-two (72) hours after they quit. Defendants knew or should have known that Plaintiffs and

1 Plaintiff Class were owed wages for missed meal and rest periods, minimum wage and overtime.

2 68. Defendants' willful violations of Labor Code sections 201-202 caused injury to
3 Plaintiffs and Plaintiff Class, in the form of lost wages. Plaintiffs, on behalf of themselves and
4 Plaintiff Class, seeks to recover all wages owed, attorney's fees, and costs, under Labor Code
5 sections 218.5, 1194, and 1194.2.

6 **SEVENTH CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **IN VIOLATION OF LABOR CODE SECTION 203**

9 **(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1**
10 **through 50 only)**

11 69. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this
12 Complaint as if fully alleged herein.

13 70. California Labor Code section 203(a) in relevant part provides, "If an employer
14 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,
15 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages
16 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
17 until an action therefor is commenced; but the wages shall not continue for more than 30 days."

18 71. Defendants failed to pay Plaintiffs and Plaintiff Class minimum wage, overtime,
19 and wages for missed meal and rest periods due to them at the time they were discharged, or within
20 three days after they quit. Defendants' failure to pay continued for over 30 days after Plaintiffs
21 and Plaintiff Class was discharged or quit.

22 72. Plaintiffs, on behalf of themselves and Plaintiff Class, seeks to recover penalties
23 under Labor Code section 203 for every day that Defendants failed to pay wages due to Plaintiffs
24 and Plaintiff Class, after they were discharged or quit.

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

27 **IN VIOLATION OF LABOR CODE SECTION 226(A)**

28 **(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1**

1 **through 50 only)**

2 73. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this
3 Complaint as if fully alleged herein.

4 74. Under California Labor Code section 226(a), an employer is legally obligated to
5 provide his or her employees, semi-monthly or at the time of payment of wages, “an accurate
6 itemized statement in writing showing,” among other things, total hours worked, gross wages
7 earned, net wages earned, as well as “all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee.”

9 75. Defendants failed to provide Plaintiffs and Plaintiff Class accurate wage statements
10 as required by Labor Code section 226(a). The wage statements provided to Plaintiffs and Plaintiff
11 Class did not include all hours worked, all applicable overtime rates, wages for missed meal and
12 rest periods. Consequently, the wage statements included incorrect gross and net wages earned.

13 76. Under California Labor Code section 226(e), each employee is entitled to collect
14 \$50 for the first pay period of a section 226(a) violation, and \$100 for violations in each subsequent
15 pay period, up to a maximum of \$4,000. Plaintiffs, on behalf of themselves and Plaintiff Class,
16 seeks penalties under Labor Code section 226(e).

17 **NINTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION IN VIOLATION OF**

19 **BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.**

20 **(Plaintiffs and Plaintiff Class against Defendants Nguoi Viet News, Inc. and DOES 1**

21 **through 50 only)**

22 77. Plaintiffs reallege and incorporate by reference the preceding paragraphs of this
23 Complaint as if fully alleged herein.

24 78. California Business and Professions Code section 17203 in relevant part provides,
25 “Any person who engages, has engaged, or proposes to engage in unfair competition may be
26 enjoined in any court of competent jurisdiction. The court may make such orders or judgments...as
27 may be necessary to restore to any person in interest any money or property, real or personal,
28 which may have been acquired by means of such unfair competition.”

79. As used in section 17203, “unfair competition” includes “any unlawful, unfair or fraudulent business act or practice.”

80. Defendants engaged in unlawful business acts and practices against Plaintiffs and Plaintiff Class by: failing to provide meal and rest periods, or one hour's pay in lieu thereof, as required by Labor Code sections 226.7 and 512, and IWC Wage Order Nos. 1-2001 and 4-2001; failing to pay minimum wages, as required by Labor Code sections 1194 and 1197; failing to pay overtime, as required by Labor Code sections 510 and 1194; failing to pay all wages due at the termination of employment as required by Labor Code sections 201-202; and failing to reimburse necessary expenditures as required by Labor Code section 2802.

81. Plaintiffs and Plaintiff Class have suffered injury in fact and lost money, in the form of unlawfully withheld wages, as a result of Defendants' unfair competition.

82. Plaintiffs, on behalf of themselves and Plaintiff Class, requests restitution of meal and rest period wages, and work-related expenses.

TENTH CAUSE OF ACTION

VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS

GENERAL ACT (CALIFORNIA LABOR CODE §§ 2698, ET SEQ.)

(Plaintiffs and Plaintiff Class against all Defendants)

83. Plaintiffs hereby reallege and incorporate by reference all paragraphs above as though fully set forth herein.

84. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

85. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two

1 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
2 period in which Defendants violated these provisions of the Labor Code.

3 86. Defendants' conduct violates numerous Labor Code sections including, but not
4 limited to, the following:

- 5 a. Failing to maintain complete and accurate pay records in violation of Labor
6 Code Sections §§ 1174, 1198, and 1199;
- 7 b. Failing to pay Plaintiff and aggrieved employees with minimum wage in
8 violation of Labor Code Sections §§ 1194, 1197, 1197.1, and 1198;
- 9 c. Failing to pay Plaintiff and aggrieved employees with overtime in violation
10 of Labor Code §§ 510 and 1198-1199;
- 11 d. Failure to provide timely meal periods in violation of Labor Code §§ 226.7,
12 512, 1198 and 1199;
- 13 e. Failure to provide compliant off duty rest periods in violation of Labor Code
14 §§ 226.7, 1198 and 1199;
- 15 f. Failing to provide Plaintiff and aggrieved employees with accurate itemized
16 wage statements in violation of Labor Code § 226;
- 17 g. Failing to provide business expense reimbursement in violation of Labor
18 Code § 2802; and
- 19 h. Failing to timely pay all earned wages to aggrieved employees upon
20 separation of employment in violation of Labor Code §§ 201, 202 203,
21 among other claims.

22 87. Further, Labor Code § 558(a) provides “any employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
25 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
26 pay period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall
2 be paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided
3 for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff
4 seeks to recover these penalties (including the unpaid wages) pursuant to PAGA.

5 88. Plaintiffs are “aggrieved employees” because they were employed by the alleged
6 violator and had one or more of the alleged violations committed against them, and therefore is
7 properly suited to represent the interests of all other aggrieved employees.

8 89. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3
9 and is therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved
10 employees under PAGA. On or about June 17, 2020, Plaintiffs sent Defendants and the LWDA
11 notice of alleged violations of the Labor Code, and facts and theories supporting those allegations.
12 Over sixty-five (65) days have passed since the postmark date of the notice to Defendants and the
13 date of submission to the LWDA, and Plaintiffs have not received any communication from the
14 LWDA indicating any intent to pursue this matter. Therefore, Plaintiffs are authorized to bring
15 this representative action

16 90. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiffs and all
17 other aggrieved employees are entitled to recover civil penalties against Defendants for violations
18 of the above-cited sections of the Labor Code.

19 91. Defendants’ conduct, as alleged herein, has been and continues to be unfair,
20 unlawful and harmful to Plaintiffs and the general public. Plaintiffs therefore seeks to enforce
21 important rights affecting the public interest within the meaning of Code of Civil Procedure §
22 1021.5.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiffs pray for the following relief:

- 25 1. For compensatory damages in an amount according to proof;
- 26 2. For general damages in an amount according to proof;
- 27 3. For penalties under the Labor Code, in an amount according to proof;
- 28 4. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair

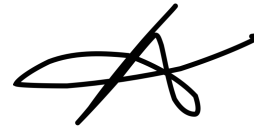
business practices complained herein;

5. For declaratory relief, declaring Defendants' practices as unlawful and unfair business practices within the meaning of Business and Professions Code sections 17200, et seq.;
6. For restitution under Business and Professions Code sections 17200, et seq.;
7. Further declaratory relief, declaring the amounts of damages, penalties, equitable relief, costs, and attorneys' fees to which Plaintiff is entitled;
8. For all statutory and civil penalties;
9. For reasonable attorneys' fees and expenses pursuant to the Labor Code;
10. For costs of the suit herein incurred; and
11. For such other and further relief as this Court may deem just and proper.

Dated: August 25, 2020

ARIN | JAMES LLP

By:

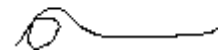


ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for Plaintiffs, ALLISON PHAM,
NHAN PHAM, NGOC-LAN NGUYEN, on
behalf of themselves and all employees similarly
situated

DATED: August 25, 2020

K2 Employment Law Group, LLP

By:



Douglas H. Hoang
Matthew T. Kramer
Attorneys for Plaintiffs, ALLISON PHAM, NHAN
PHAM, NGOC-LAN NGUYEN, on behalf of
themselves and all employees similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY DEMAND

Plaintiffs, ALLISON PHAM, NHAN PHAM, NGOC-LAN NGUYEN, on behalf of themselves and Plaintiff Class and aggrieved employees, hereby demand a trial by jury of all issues.

Dated: August 25, 2020

ARIN | JAMES LLP



By: _____

ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for Plaintiffs, ALLISON PHAM,
NHAN PHAM, NGOC-LAN NGUYEN, on
behalf of themselves and all employees similarly
situated

DATED: August 25, 2020

K2 Employment Law Group, LLP



By: _____

Douglas H. Hoang
Matthew T. Kramer
Attorneys for Plaintiffs, ALLISON PHAM, NHAN
PHAM, NGOC-LAN NGUYEN, on behalf of
themselves and all employees similarly situated