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Attorneys for Plaintiffs RHINA BEATRIZ
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HERNANDEZ, individually, ROSALVA
TECUANHUEHUE, individually, and on
behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

RHINA BEATRIZ CARRILLO, individually,
SADIN HERNANDEZ, individually,
ROSALVA TECUANHUEHUE, individually
and on behalf of others similarly situated

Plaintiffs,

vs.

GRIMMWAY ENTERPRISES, INC., a
California corporation; GRIMMWAY FARM,
an unknown business form; MA MEDINA
FARM LABOR SERVICES, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants

CASE NO.: BCV-19-101196-TSC

FIRST AMENDED COMPLAINT

CLASS ACTION:

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

DEMAND FOR JURY TRIAL

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

8 7. PLAINTIFFS brings this action on behalf of herself and the following similarly
9 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
10 employees of DEFENDANTS in the State of California at any time within the period
11 beginning four (4) years prior to the filing of this action and ending at the time this action
12 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFFS reserves the
13 right to name additional class representatives.

14 **DEFENDANTS**

15 8. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANT
16 GRIMMWAY ENTERPRISES, INC. is, and at all times relevant hereto was, California
17 Corporation organized and existing under the laws of the State of California. PLAINTIFFS are
18 further informed and believes, and thereon alleges, that DEFENDANT GRIMMWAY
19 ENTERPRISES, INC. is authorized to conduct business in the State of California, and does
20 conduct business in the State of California. Specifically, DEFENDANT GRIMMWAY
21 ENTERPRISES, INC. maintains offices and facilities and conducts business in, and engages in
22 illegal payroll practices or policies in, the County of KERN, State of California.

23 9. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANT
24 GRIMMWAY FARM is, and at all times relevant hereto was, an unknown business form
25 operating under the laws of the State of California. PLAINTIFFS are further informed and
26 believes, and thereon alleges, that DEFENDANT GRIMMWAY FARM is authorized to conduct
27 business in the State of California, and does conduct business in the State of California.
28 Specifically, DEFENDANT GRIMMWAY FARM maintains offices and facilities and conducts

1 business in, and engages in illegal payroll practices or policies in, the County of KERN, State of
2 California

3 10. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANT
4 MA MEDINA FARM LABOR SERVICES, INC. is, and at all times relevant hereto was, a
5 California corporation organized and existing under the laws of the State of California.
6 PLAINTIFFS are further informed and believes, and thereon alleges, that DEFENDANT MA
7 MEDINA FARM LABOR SERVICES, INC. is authorized to conduct business in the State of
8 California, and does conduct business in the State of California. Specifically, DEFENDANT MA
9 MEDINA FARM LABOR SERVICES, INC. maintains offices and facilities and conducts
10 business in, and engages in illegal payroll practices or policies in, the County of KERN, State of
11 California.

12 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under
14 fictitious names. PLAINTIFFS are informed and believes, and thereon alleges, that each
15 Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged
16 herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein,
17 were proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave
18 of the court to amend this Complaint to allege their true names and capacities of such DOE
19 Defendants when ascertained.

20 12. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believes, and thereon
22 allege, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
23 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
24 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
25 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
26 Defendant, and each was the alter ego of the other.

27 13. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
28 employed by DEFENDANTS under employment agreements that were partly written, partly oral,

1 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
2 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
3 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes
4 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and
5 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
6 for each pay period; failing to properly compensate PLAINTIFFS and CLASS MEMBERS for
7 necessary expenditures; and requiring, permitting or suffering the employees to work off the
8 clock, in violation of the California Labor Code and the applicable Welfare Commission ("IWC")
9 Orders.

10 14. PLAINTIFFS are informed and believes, and thereon allege, that each and every
11 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
12 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
13 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
14 and scope of said agency, employment and/or direction and control.

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

19 **CLASS ACTION DESIGNATION**

20 16. This action is appropriately suited for a Class Action because:

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

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

1 c. The claims of PLAINTIFFS are typical of the class because
2 DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code,
3 the applicable IWC wage order, and the Business and Professions Code.

4 d. PLAINTIFFS are able to fairly and adequately protect the interests of all
5 members of the class because it is in her best interests to prosecute the claims alleged herein to
6 obtain full compensation due to them for all services rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Required Meal Periods**

9 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 13-2001, § 11 and**
10 **14-2001, § 11]**

11 **(Against all DEFENDANTS)**

12 17. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
13 the allegations in the foregoing paragraphs.

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

20 19. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
21 Order No. 13-2001, § 11 and 14-2001, § 11 by failing to compensate PLAINTIFFS and CLASS
22 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
23 order, one additional hour of compensation at each employee's regular rate of pay for each
24 workday that a meal period was not provided.

25 20. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
26 1197, and IWC Wage Order No. 13-2001 and 14-2001 by failing to compensate PLAINTIFFS
27 and CLASS MEMBERS for all hours worked during their meal periods.

28 21. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS

MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 13-2001, § 12 and 14-2001, § 12]

(Against all DEFENDANTS)

22. PLAINTIFFS incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

23. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 13-2001, § 12 and 14-2001, § 12.

24. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 13-2001, § 12 and 14-2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

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

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 13-2001, § 3 and 14-2001, § 3]

(Against all DEFENDANTS)

26. PLAINTIFFS incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 13-

2001, § 3 and 14-2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

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

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

30. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,

1 1194, 1198 and IWC Wage Order No. 13-2001, § 3 and 14-2001, § 3. Therefore, pursuant to
2 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions
3 under the California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS
4 are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus
5 interest, penalties, attorneys' fees, expenses, and costs of suit.

6 **FOURTH CAUSE OF ACTION**

7 **Failure to Pay Minimum Wages**

8 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 13-2001, § 4 and 14-2001, § 4]**

9 **(Against all DEFENDANTS)**

10 31. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
11 the allegations in the foregoing paragraphs.

12 32. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 13-
13 2001, § 4 and 14-2001, § 4, payment to an employee of less than the applicable minimum wage
14 for all hours worked in a payroll period is unlawful.

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

23 34. DEFENDANTS' conduct described herein violates California Labor Code §§
24 1194, 1197, and IWC Wage Order No. 13-2001, § 4 and 14-2001, § 4. As a proximate result of
25 the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an
26 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
27 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
28 Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of

1 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and
2 costs of suit.

3 **FIFTH CAUSE OF ACTION**

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

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

6 **(Against all DEFENDANTS)**

7 35. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
8 the allegations in the foregoing paragraphs.

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

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

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

21 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
22 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
23 California Labor Code §§ 201 and 202.

24 40. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
25 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
26 together with interest thereon, as well as other available remedies.

27 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount

1 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
2 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
3 to California Labor Code §§ 1194.

4 **SIXTH CAUSE OF ACTION**

5 **Failure to Maintain Required Records**

6 **[Cal. Labor Code §§ 226; IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7]**

7 **(Against all DEFENDANTS)**

8 42. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
9 the allegations in the foregoing paragraphs.

10 43. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
11 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
12 DEFENDANTS knowingly and intentionally failed to maintain records as required under
13 California Labor Code §§ 226, 1174, and IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7,
14 including but not limited to the following records: total daily hours worked by each employee;
15 applicable rates of pay; all deductions; meal periods; time records showing when each employee
16 begins and ends each work period; and accurate itemized statements.

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

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1 **SEVENTH CAUSE OF ACTION**

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

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 45. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
6 the allegations in the foregoing paragraphs.

7 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS
11 and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
12 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
13 § 226 and IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7.

14 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
15 to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage
16 statements in accordance with California Labor Code § 226(a).

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

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1 **EIGHTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 49. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

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

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

16 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

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

26 **(Against all DEFENDANTS)**

27 53. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
28 the allegations in the foregoing paragraphs.

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

12 55. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
15 CLASS MEMBERS.

16 56. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 57. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
25 MEMBERS.

26 58. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, PLAINTIFFS, individually and on behalf of all other persons similarly
7 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
8 and each of them, as follows:

- 9 1. For compensatory damages in an amount to be ascertained at trial;
- 10 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
11 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 12 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
13 and IWC Wage Order No. 13-2001, § 7 and 14-2001;
- 14 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 15 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
16 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
17 from engaging in the unlawful business practices complained of herein;
- 18 6. For waiting time penalties pursuant to California Labor Code § 203;
- 19 7. For statutory and civil penalties according to proof, including but not limited to all
20 penalties authorized by the California Labor Code §§ 226(e);
- 21 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
22 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
23 provision providing for pre-judgment interest;
- 24 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
25 §§ 1194, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for
26 attorneys' fees and costs;
- 27 10. For declaratory relief;
- 28 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,

1 Seventh, Eighth, and Ninth Causes of Action as a class action;

2 12. For an order appointing PLAINTIFFS as class representative, and PLAINTIFFS's
3 counsel as class counsel; and

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

5 DATED: June 12, 2020

6 Respectfully submitted,

7 **MATERN LAW GROUP, PC**

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9 By: _____

10 Matthew J. Matern
11 Tagore O. Subramaniam
12 Sydney A. Adams
13 Attorneys for PLAINTIFFS
14 RHINA BEATRIZ CARRILLO,
15 individually, SADIN HERNANDEZ,
16 individually, ROSALVA
17 TECUANHUEHUE, individually, and on
18 behalf of other persons similarly situated
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DATED: June 12, 2020

MATERN LAW GROUP, PC

W. J. J. J.

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On June 22, 2020, I served the following document or documents:

FIRST AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on June 22, 2020, at Manhattan Beach, California.


Roxana Barcenas