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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 28 2020

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behalf of herself and all others similarly situated and aggrieved
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

CIVDS 2023892

11 MARIA ELENA VASQUEZ, on behalf of
herself and all others similarly situated and
12 aggrieved,
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14 Plaintiff,
15 v.
16 LIQUID TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
17 100, inclusive,
18 Defendants.
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CASE NO.:

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION;
10. CIVIL PENALTIES UNDER LABOR CODE § 210;
11. CIVIL PENALTIES UNDER LABOR CODE § 226.3;
12. CIVIL PENALTIES UNDER LABOR CODE § 558;
13. CIVIL PENALTIES UNDER LABOR CODE § 1197.1; and
14. CIVIL PENALTIES UNDER LABOR CODE § 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

By Fax

COMES NOW plaintiff MARIA ELENA VASQUEZ ("Plaintiff"), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action and a representative action, pursuant to Code of Civil Procedure section 382 and the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against LIQUID TECHNOLOGIES, INC., and any of its respective subsidiaries or affiliated companies within the State of California ("LIQUID" and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former similarly situated and aggrieved California employees employed by or formerly employed by Defendants.

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, painting and decorating containers for beauty products, including adding logos for various clients. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately August of 1998 through approximately February of 2020.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant LIQUID 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 San Bernardino, State of California.

4. 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

1 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
2 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
3 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
4 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
5 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
6 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
7 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
8 include LIQUID and any of their parent, subsidiary, or affiliated companies within the State of
9 California, as well as DOES 1 through 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

11 5. Plaintiff is informed and believes and based thereon alleges that all the times
12 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
15 employment, joint venture, and conspiracy.

16 6. All of the acts and conduct described herein of each and every corporate defendant
17 was duly authorized, ordered, and directed by the respective and collective defendant corporate
18 employers, and the officers and management-level employees of said corporate employers. In
19 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
20 their said employees, agents, and representatives, and each of them; and upon completion of the
21 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
22 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
23 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
24 aforementioned corporate employees, agents and representatives.

25 7. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
26 thereon alleges that Defendants, and each of them, are joint employers.

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JURISDICTION AND VENUE

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

9. Venue is proper in San Bernardino County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, San Bernardino County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San Bernardino County, and because Defendants employ numerous Class Members in San Bernardino County.

10. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”) under the PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former employees of Defendants during the relevant statutory period.

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

12. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations, Defendants violated, *inter alia*, Labor Code sections 96, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among others.

13. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees

1 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
2 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 14. On or around July 28, 2020, Plaintiff provided written notice pursuant to Labor Code
5 section 2699.3 online of Defendants' violation of various, including the herein-described, provisions
6 of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to
7 Defendants, and each of them.

8 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of the July 28, 2020 postmarked date of the herein-described notice sent by Plaintiff
11 to the LWDA and Defendants.

12 **FACTUAL BACKGROUND**

13 16. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and other similarly
15 situated and aggrieved current and former employees of Defendants, or some of them, in violation
16 of California state wage and hour laws as a result of, without limitation, Plaintiff and other similarly
17 situated and aggrieved employees working over eight (8) hours per day, forty (40) hours per week,
18 and seven consecutive work days in a work week without being properly compensated for hours
19 worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week,
20 and/or hours worked on the seventh consecutive work day in a work week by, among other things,
21 failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of
22 pay, by requiring employees: to come early to work and leave work late without being able to clock
23 in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete
24 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal
25 periods, and to don and doff uniforms and/or safety equipment off the clock; failing to include all
26 forms of remuneration into the regular rate of pay for the pay periods where overtime was worked
27 and the additional compensation was earned for the purpose of calculating the overtime rate of pay;
28 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show

1 less hours than actually worked, and for paying straight pay instead of overtime pay, to the detriment
2 of Plaintiff and other similarly situated and aggrieved employees.

3 17. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and other similarly
5 situated and aggrieved employees, or some of them, in violation of California state wage and hour
6 laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours
7 actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering,
8 or permitting employees to work off the clock, including, without limitation, by requiring
9 employees: to come early to work and leave work late without being able to clock in for all that
10 time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks
11 before clocking in and post-shift tasks after clocking out, to clock out for meal periods, and to don
12 and doff uniforms and/or safety equipment off the clock; detrimental rounding of employee time
13 entries; and editing and/or manipulation of time entries to show less hours than actually worked, to
14 the detriment of Plaintiff and other similarly situated and aggrieved employees.

15 18. For at least four (4) years prior to the filing of this Action and continuing to the
16 present, Defendants have, at times, failed to provide Plaintiff and other similarly situated and
17 aggrieved employees, or some of them, a full, timely thirty (30) minute uninterrupted meal period
18 for days on which they worked more than five (5) hours in a work day and a second thirty (30)
19 minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a
20 work day, and failed to provide compensation for such unprovided meal periods as required by
21 California wage and hour laws.

22 19. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to authorize and permit Plaintiff and other similarly
24 situated and aggrieved employees, or some of them, to take rest periods of at least ten (10) minutes
25 per four (4) hours worked or major fraction thereof and failed to provide compensation for such
26 unprovided rest periods as required by California wage and hour laws.

27 20. For at least three (3) years prior to the filing of this action and continuing to the
28 present, Defendants have, at times, failed to pay Plaintiff and other similarly situated and aggrieved

1 employees, or some of them, the full amount of their wages owed to them upon termination and/or
2 resignation as required by Labor Code sections 201 and 202.

3 21. For at least one (1) year prior to the filing of this Action and continuing to the present,
4 Defendants have, at times, failed to furnish Plaintiff and other similarly situated and aggrieved
5 employees, or some of them, with itemized wage statements that accurately reflect gross wages
6 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
7 period and the corresponding number of hours worked at each hourly rate; the name and address of
8 the legal entity that is the employer; and other such information as required by Labor Code section
9 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
10 an accurate calculation of gross and net wages earned, as well as gross and net wages paid.

11 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiff and other aggrieved employees with documents signed to obtain or hold employment under
14 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
15 Labor Code section 1174, making it difficult for Plaintiff and other aggrieved employees to calculate
16 their unpaid wages and/or premium payments, to the detriment of Plaintiff and other aggrieved
17 employees.

18 23. At all relevant times mentioned herein, Defendants have had a policy or practice of
19 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
20 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other aggrieved
21 employees with the rates of pay and overtime rates of pay applicable to their employment;
22 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
23 name, address, and telephone number of the workers' compensation insurance carrier; information
24 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
25 under Labor Code section 2810.5.

26 24. For at least one (1) year prior to the filing of this action and continuing to the present,
27 Defendants have, at times, failed to pay Plaintiff and other similarly situated and aggrieved
28 employees, or some of them, the full amount of their wages for labor performed in a timely fashion

1 as required under Labor Code section 204.

2 25. For at least three (3) years prior to the filing of this action and continuing to the
3 present, Defendants have, at times, failed to indemnify Plaintiff and other similarly situated and
4 aggrieved employees, or some of them, for the costs incurred in furtherance of the job duties,
5 including but not limited to the purchase of hairnets and goggles, and other items necessary to
6 perform work duties.

7 26. Plaintiff, on Plaintiff's own behalf and on behalf of other similarly situated and
8 aggrieved employees, brings this action pursuant to, including but not limited to, Labor Code
9 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2,
10 1197, 1197.1, 1198.5, 2699, 2802, *et al.*, and 2810.5, and California Code of Regulations, Title 8,
11 sections 11010 and 11040, seeking overtime wages, minimum wages, payment of premium wages
12 for missed meal and rest periods, penalties for failure to pay timely wages, waiting time penalties,
13 wage statement penalties, indemnification of work-related expenses, civil penalties pursuant to the
14 PAGA, and other such provisions of California law, and reasonable attorneys' fees and costs.

15 27. Plaintiff, on Plaintiff's own behalf and on behalf of other similarly situated and
16 aggrieved employees, pursuant to Business and Professions Code sections 17200 through 17208,
17 also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
18 requiring the establishment of appropriate and effective means to prevent further violations, as well
19 as all monies owed but withheld and retained by Defendants to which Plaintiff and other similarly
20 situated and aggrieved employees are entitled, as well as restitution of amounts owed.

21 **CLASS ACTION ALLEGATIONS**

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

27 29. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
28 to amend or modify the class description with greater specificity, further divide the defined class

1 into subclasses, and to further specify or limit the issues for which certification is sought.

2 30. This action has been brought and may properly be maintained as a class action under
3 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
4 of interest in the litigation and the proposed Class is easily ascertainable.

5 **A. Numerosity**

6 31. The potential Class Members as defined are so numerous that joinder of all the
7 members of the Class is impracticable. While the precise number of Class Members has not been
8 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
9 Members employed by Defendants within the State of California.

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

14 **B. Commonality**

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

- 17 (1) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
18 worked at a proper overtime rate of pay?
- 19 (2) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
20 for all other time worked at the employee's regular rate of pay and a rate of pay that
21 is greater than the applicable minimum wage?
- 22 (3) Did Defendants violate Labor Code section 512 by not authorizing or permitting
23 Class Members to take compliant meal periods?
- 24 (4) Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed or interrupted meal periods?
- 26 (5) Did Defendants violate applicable Wage Orders by not authorizing or permitting
27 Class Members to take compliant rest periods?
- 28 (6) Did Defendants violate Labor Code section 226.7 by not providing Class Members

1 with additional wages for missed rest periods?

2 (7) Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
3 Members upon termination or resignation all wages earned?

4 (8) Are Defendants liable to Class Members for waiting time penalties under Labor Code
5 section 203?

6 (9) Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
7 Class Members with accurate wage statements?

8 (10) Did Defendants fail to pay Class Members in a timely fashion as required under
9 Labor Code section 204?

10 (11) Did Defendants fail to indemnify Class Members for all necessary expenditures or
11 losses incurred in direct consequence of the discharge of their duties or by obedience
12 to the directions of Defendants as required under Labor Code section 2802?

13 (12) Did Defendants violate the Unfair Competition Law, Business and Professions Code
14 section 17200, *et seq.*, by their unlawful practices as alleged herein?

15 (13) Are Class Members entitled to restitution of wages under Business and Professions
16 Code section 17203?

17 (14) Are Class Members entitled to costs and attorneys' fees?

18 (15) Are Class Members entitled to interest?

19 **C. Typicality**

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

25 **D. Adequacy of Representation**

26 35. Plaintiff will fairly and adequately represent and protect the interest of Class
27 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
28 hour class actions.

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1 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
2 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
3 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
4 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
5 actually worked at the proper overtime rate of pay, by requiring employees: to come early to work
6 and leave work late without being able to clock in for all that time, to suffer under Employer's
7 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift
8 tasks after clocking out, to clock out for meal periods, and to don and doff uniforms and/or safety
9 equipment off the clock; failing to include all forms of remuneration into the regular rate of pay for
10 the pay periods where overtime was worked and the additional compensation was earned for the
11 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries,
12 editing and/or manipulation of time entries to show less hours than actually worked, and for paying
13 straight pay instead of overtime pay, to the detriment of Plaintiff and Class Members.

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

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

23 **SECOND CAUSE OF ACTION**

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

25 45. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth hereat.

27 46. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

1 47. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
2 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
3 Defendants' control.

4 48. For four (4) years prior to the filing of the Complaint in this Action through the
5 present, Defendants failed, at times, to accurately track and/or pay Plaintiff and Class Members for
6 all hours actually worked at their regular rate of pay that is above the minimum wage as a result of,
7 among other things, engaging, suffering, or permitting employees to work off the clock, including,
8 without limitation, by requiring employees: to come early to work and leave late work without being
9 able to clock in for all that time, to suffer under Employer's control due to long lines for clocking
10 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
11 for meal periods, and to don and doff uniforms and/or safety equipment; detrimentally rounding
12 employee time entries; and editing and/or manipulating time entries to show less hours than actually
13 worked, to the detriment of Plaintiff and Class Members.

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

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

21 **THIRD CAUSE OF ACTION**

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

23 51. Plaintiff realleges and incorporates by reference all of the allegations contained in
24 the preceding paragraphs as though fully set forth hereat.

25 52. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

27 53. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
28 employ an employee for a work period of more than five (5) hours without a timely meal break of

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

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

9 55. For four (4) years prior to the filing of the Complaint in this Action through the
10 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
11 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
12 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
13 Class Member's regular rate of compensation on the occasions that Class Members were not
14 provided compliant meal periods.

15 56. By their failure to provide Plaintiff and Class Members compliant meal periods as
16 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
17 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
18 violated the provisions of Labor Code section 512 and applicable Wage Orders.

19 57. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
21 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

22 58. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
23 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
24 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
25 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FOURTH CAUSE OF ACTION**

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

3 59. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 60. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

7 61. California law and applicable Wage Orders require that employers “authorize and
8 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
9 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
10 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
11 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
12 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
13 thirty (30) minutes of paid rest period.

14 62. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
17 regular rate of compensation for each work day that the rest period is not provided.

18 63. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
20 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
21 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
22 Member’s regular rate of compensation on the occasions that Class Members were not authorized
23 or permitted to take compliant rest periods.

24 64. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
25 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
26 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
27 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

28 65. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
2 owed for rest periods that they were not authorized or permitted to take.

3 66. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
4 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
5 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
6 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

7 **FIFTH CAUSE OF ACTION**

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

9 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 68. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
13 Wage Orders.

14 69. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
15 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
16 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
17 discharge immediately upon termination. Class Members who resigned were entitled to payment
18 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
19 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
20 unpaid at the time of resignation.

21 70. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
22 years before the filing of the Complaint in this Action through the present, Defendants, due to the
23 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
24 Members all wages earned prior to resignation or termination in accordance with Labor Code
25 sections 201 or 202.

26 71. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
27 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
28 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff

1 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
2 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
3 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
4 or resignation..

5 72. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
6 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
7 resignation, until paid, up to a maximum of thirty (30) days.

8 73. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
9 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
10 prior to termination or resignation.

11 74. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
12 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
13 waiting time penalties, interest, and their costs of suit, as well.

14 **SIXTH CAUSE OF ACTION**

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

16 75. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 76. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

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

26 78. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
27 before the filing of the Complaint in this Action through the present, Defendants failed to comply
28 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their

1 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
2 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
3 all applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
5 other things.

6 79. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
7 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
8 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
9 provided wage statements that Defendants knew were not accurate.

10 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
11 suffered injury. The absence of accurate information on Class Members' wage statements at times
12 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
13 mathematical computations to determine the amount of wages owed; causes difficulty and expense
14 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
15 about wages and amounts deducted from wages to state and federal governmental agencies, among
16 other things.

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

21 82. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
22 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
23 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
24 attorneys' fees, and costs of suit.

25 **SEVENTH CAUSE OF ACTION**

26 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

27 83. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
28 and incorporates each by reference as though fully set forth hereat.

1 84. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

3 85. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
4 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
5 during which the labor was performed, and labor performed between the 16th and the last day,
6 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
7 month.”

8 86. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
9 independent and apart from, any other penalty provided in this article, every person who fails to pay
10 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
11 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
12 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
13 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld.”

15 87. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
16 before the filing of the Complaint in this Action through the present, Defendants employed policies
17 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
18 Labor Code section 204.

19 88. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
20 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
21 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
22 for each subsequent violation in connection with each payment that was made in violation of Labor
23 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

24 89. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
25 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
26 interest, and their costs of suit, as well.

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

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

3 90. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 91. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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

10 93. For three (3) years prior to the filing of the Complaint in this Action through the
11 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
12 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
13 obedience to the directions of Defendants that included, without limitation: the purchase of hairnets
14 and goggles; and other items necessary to perform work duties.

15 94. During that time period, Plaintiff is informed and believes, and based thereon alleges
16 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class
17 Members for those losses and/or expenditures.

18 95. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
19 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
20 herein-described losses and/or expenditures.

21 96. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
24 costs of suit.

25 **NINTH CAUSE OF ACTION**

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

27 97. Plaintiff realleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth hereat.

1 98. Plaintiff is informed and believes, and based thereon alleges that the unlawful
2 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
3 and Professions Code section 17200. Due to their unlawful business practices in violation of the
4 Labor Code, Defendants have gained a competitive advantage over other comparable companies
5 doing business in the State of California that comply with their obligations to compensate employees
6 in accordance with the Labor Code.

7 99. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
8 Members have suffered injury in fact and lost money or property.

9 100. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
10 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
11 Code and requiring the establishment of appropriate and effective means to prevent further
12 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
13 including interest thereon, in which they had a property interest and which Defendants nevertheless
14 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
15 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
16 by their failure to comply with the Labor Code.

17 101. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
18 Procedure section 1032 and interest under Civil Code section 3287.

19 **TENTH CAUSE OF ACTION**

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

21 102. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
22 and incorporates each by reference as though fully set forth hereat.

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

28 104. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
3 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
4 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
5 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
6 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 105. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or aggrieved employees during their employment on a timely basis as
9 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 aggrieved employees are entitled to recover civil penalties for Defendants’ violations of Labor Code
11 section 204, in the amount of one hundred dollars (\$100) for each aggrieved employee for each
12 initial violation per employee, and two hundred dollars (\$200) for each aggrieved employee for each
13 subsequent violation in connection with each payment that was made in violation of Labor Code
14 section 204.

15 **ELEVENTH CAUSE OF ACTION**

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

17 106. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
18 and incorporates each by reference as though fully set forth hereat.

19 107. Defendants had and have a policy or practice of failing to comply with Labor Code
20 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and other aggrieved
21 employees with itemized wage statements that accurately reflect gross wages earned; total hours
22 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate; the name and address of the legal entity
24 that is the employer; and other such information as required by Labor Code section 226, subdivision
25 (a).

26 108. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

5 110. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees are
6 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each aggrieved employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each aggrieved employee per pay
9 period for each subsequent violation.

10 **TWELFTH CAUSE OF ACTION**

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

12 111. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
13 and incorporates each by reference as though fully set forth hereat.

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

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
19 pay period for which the employee was underpaid in addition to an amount sufficient
20 to recover underpaid wages;

21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition to
23 an amount sufficient to recover underpaid wages;

24 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

25 113. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 by causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum
28 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during

1 their employment and after their employment separation; receive accurate, itemized wage
2 statements; be provided with the opportunity to inspect employment records; be indemnified for
3 costs incurred in furtherance of their work duties; and be provided with notice as required under
4 Labor Code section 2810.5.

5 114. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiff and other aggrieved employees are entitled to recover
7 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
8 (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars
9 (\$100) for each aggrieved employee per pay period for each subsequent violation.

10 **THIRTEENTH CAUSE OF ACTION**

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

12 115. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
13 and incorporates each by reference as though fully set forth hereat.

14 116. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
15 person acting either individually or as an officer, agent, or employee of another person, who pays
16 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
17 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
18 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
19 Section 203 as follows:

20 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
21 for each underpaid employee for each pay period for which the employee is
22 underpaid. This amount shall be in addition to an amount sufficient to recover
23 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
24 penalties imposed pursuant to Section 203.

25 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation is intentionally committed. This
28 amount shall be in addition to an amount sufficient to recover underpaid wages,

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 117. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and other aggrieved employees not to be paid minimum wages as a result of Defendants,
8 without limitation, routinely failing to pay Plaintiff or other aggrieved employees’ wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
11 employees to work off the clock; detrimental rounding or manipulation of time entries; and editing
12 and/or manipulating time entries to show less hours than actually worked.

13 118. As a direct and proximate result of the herein-described Labor Code violations,
14 pursuant to Labor Code section 1197.1, Plaintiff and other aggrieved employees are entitled to
15 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
16 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
17 hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent
18 violation.

19 **FOURTEENTH CAUSE OF ACTION**

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

21 119. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
22 and incorporates each by reference as though fully set forth hereat.

23 120. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
24 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
25 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
26 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

122. Plaintiff is informed and believes and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during employment and after employment separation; provide employees the opportunity to inspect employment records; reimburse aggrieved employees for costs incurred in furtherance of their work duties; and provide notice as required under Labor Code section 2810.5, entitling Plaintiff and other aggrieved employees to civil penalties for each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

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

DEMAND FOR JURY TRIAL

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

PRAYER

WHEREFORE, on behalf of Plaintiff and Class Members, including other aggrieved employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages under Labor Code sections 203, 510, 1194, 1197 and 1199;

- 1 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 2 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 3 among other Labor Code sections, 512 and 226.7;
- 4 F. Penalties for inaccurate wage statements under Labor Code section 226,
- 5 subdivision (e);
- 6 G. Waiting time penalties under Labor Code section 203;
- 7 H. Penalties for failure to timely pay wages under Labor Code section 210;
- 8 I. Damages for failure to reimburse under Labor Code sections 2802;
- 9 J. Preliminary and permanent injunctions prohibiting Defendants from further
- 10 violating the California Labor Code and requiring the establishment of appropriate
- 11 and effective means to prevent future violations;
- 12 K. Restitution under Business and Professions Code section 17203;
- 13 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 14 1197.1 and 2699;
- 15 M. An award of reasonable attorney's fees and costs;
- 16 N. Prejudgment and post-judgment interest;
- 17 O. For costs of suit incurred herein; and
- 18 P. For such other and further relief as the Court deems just and proper.
- 19

20 Dated: October 21, 2020

BIBIYAN LAW GROUP, P.C.

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23 BY: 

DAVID D. BIBIYAN
DIEGO AVILES

Attorneys for Plaintiff MARIA ELENA VASQUEZ on
behalf of herself and all others similarly situated and
aggrieved

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