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7 behalf of herself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN FRANCISCO**

10
11 ANGELA DURAN, on behalf of herself and
12 all others similarly situated,

13 Plaintiffs,

14 v.

15 ALLEGIS GLOBAL SOLUTIONS, INC., a
Maryland corporation; ALLEGIS GROUP
16 HOLDINGS, INC., a Maryland corporation;
ADECCO USA, INC., a Delaware
17 corporation; BEST BUY WAREHOUSING
LOGISTICS, INC., a surrendered Delaware
18 corporation; BEELINE.COM, INC., a Florida
corporation; ADELE ALVAREZ, an
19 individual; and DOES 1 through 100,
inclusive,

20
21 Defendants.
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ENDORSED FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

OCT 07 2020

CLERK OF THE COURT
ANGELICA SUNGA

BY: Deputy Clerk

CASE NO.:

CGC-20-587209

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. UNFAIR COMPETITION.
8. CIVIL PENALTIES UNDER LABOR
CODE § 210;
9. VIOLATIONS OF LABOR CODE § 226.3;
10. VIOLATION OF LABOR CODE § 558;
11. VIOLATION OF LABOR CODE § 1197.1;
and
12. CIVIL PENALTIES UNDER LABOR
CODE § 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

CLASS ACTION COMPLAINT

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

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382 and Labor Code section 2698, *et seq.*, against ALLEGIS GLOBAL SOLUTIONS, INC., a Maryland corporation and any of its respective subsidiaries or affiliated companies with their principal place of business located in the State of California ("Allegis Global"), ALLEGIS GROUP HOLDINGS, INC., a Maryland corporation and any of its respective subsidiaries or affiliated companies with their principal place of business located in the State of California ("Allegis Group"), ADECCO USA, INC., a Delaware corporation and any of its respective subsidiaries or affiliated companies with their principal place of business located in the State of California ("Adecco"), BEST BUY WAREHOUSING LOGISTICS, INC., a surrendered Delaware corporation and any of its respective subsidiaries or affiliated companies with their principal place of business located in the State of California ("Best Buy"), BEELINE.COM, INC., a Florida corporation and any of its respective subsidiaries or affiliated companies with their principal place of business located in the State of California ("Beeline"), ADELE ALVAREZ a California resident ("Allegis Global"; and, collectively with "Allegis Group"; "Adecco"; "Best Buy"; "Beeline"; "Alvarez", and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

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, packing, labeling, and scanning products. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately November of 2018 through approximately November of 2020.

1 **B. Defendants**

2 3. Plaintiff is informed and believes, and based thereon alleges, that defendant Allegis
3 Global is, and at all times relevant hereto was, a corporation organized and existing under and by
4 virtue of the laws of the State of Maryland, and doing business in the County of San Francisco, State
5 of California.

6 4. Plaintiff is informed and believes, and based thereon alleges, that defendant Allegis
7 Group is, and at all times relevant hereto was, a corporation organized and existing under and by
8 virtue of the laws of the State of Maryland, and doing business in the County of San Francisco, State
9 of California.

10 5. Plaintiff is informed and believes, and based thereon alleges, that defendant Adecco
11 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
12 the laws of the State of Delaware, and doing business in the County of San Francisco, State of
13 California.

14 6. Plaintiff is informed and believes, and based thereon alleges, that defendant Best Buy
15 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
16 the laws of the State of Florida, and doing business in the County of San Francisco, State of
17 California.

18 7. Plaintiff is informed and believes, and based thereon alleges, that defendant Beeline
19 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
20 the laws of the State of Florida, and doing business in the County of San Francisco, State of
21 California.

22 8. Plaintiff is informed and believes and based thereon alleges that defendant Alvarez
23 is, and at all times relevant hereto was, an individual residing in California, as well as Executive
24 Director for Allegis Global and Allegis Group, and DOES 1 through 100, as further defined below.
25 Plaintiff is further informed and believes and based thereon alleges that Alvarez violated, or caused
26 to be violated, the above-referenced and below-referenced Labor Code provisions in violation of
27 Labor Code section 558.1.

28 9. The true names and capacities, whether individual, corporate, associate, or otherwise,

1 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
2 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
3 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
4 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
5 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
6 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
7 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
8 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
9 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
10 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
11 include: Allegis Global; Allegis Group; Adecco; Best Buy; Beeline; Alvarez, and any of their parent,
12 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
13 identified herein.

14 JOINT LIABILITY ALLEGATIONS

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

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

1 12. Plaintiff is further informed and believes and based thereon alleges that Adele
2 Alvarez violated, or caused to be violated, the above-referenced and below-referenced Labor Code
3 provisions in violation of Labor Code section 558.1.

4 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 14. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate existence of Allegis Group, and DOES 1 through 50, inclusive
9 (the "Alter Ego Defendants"), they, and each of them, are one and the same with Adele Alvarez and
10 DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the
11 following reasons:

12 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
13 Defendants who personally committed the wrongful and illegal acts and violated the
14 laws as set forth in this Complaint, and who has hidden and currently hide behind the
15 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
16 other wrongful or inequitable purpose;

17 B. The Individual Defendants derive actual and significant monetary benefits by and
18 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
19 Defendants as the funding source for the Individual Defendants' own personal
20 expenditures;

21 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
22 and the Alter Ego Defendants, while really one and the same, were segregated to
23 appear as though separate and distinct for purposes of perpetrating a fraud,
24 circumventing a statute, or accomplishing some other wrongful or inequitable
25 purpose;

26 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
27 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, so mixed and intermingled that the same cannot reasonably

1 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
2 are, and at all relevant times mentioned herein were, used by the Individual
3 Defendants as mere shells and conduits for the conduct of certain of their, and each
4 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
5 herein were, the alter egos of the Individual Defendants;

6 E. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to
8 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
9 Code, and other statutory violations. The corporate existence of these defendants
10 should thus be disregarded in equity and for the ends of justice because such
11 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

12 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
13 Defendants (and vice versa), and the fiction of their separate corporate existence
14 must be disregarded;

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

17 JURISDICTION

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

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

27 18. Plaintiff is also an "aggrieved employee" under PAGA, as she was employed by
28 Defendants during the applicable statutory period and suffered one or more of the Labor Code

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

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

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

14 21. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 section 2699.3. On or around July 27, 2020, Plaintiff gave written notice to the Labor and
16 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
17 Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention
18 to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 27,
19 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

20 **FACTUAL BACKGROUND**

21 22. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members, and
23 other aggrieved employees, or some of them, in violation of California state wage and hour laws as
24 a result of, without limitation, Plaintiff, Class Members, and other aggrieved employees working
25 over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work
26 week without being properly compensated for hours worked in excess of (8) hours per day in a work
27 day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive
28 work day in a work week by, among other things, failing, at times, to accurately track and/or pay

1 for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff, Class
2 Members, and other aggrieved employees.

3 23. 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, Class Members, and
5 other aggrieved employees, or some of them, in violation of California state wage and hour laws as
6 a result of, among other things, at times, failing to accurately track and/or pay for all hours actually
7 worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff,
8 Class Members and other aggrieved employees.

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

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

21 26. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and other aggrieved
23 employees, or some of them, the full amount of their wages owed to them upon termination and/or
24 resignation as required by Labor Code sections 201 and 202.

25 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
26 Defendants have, at times, failed to furnish Plaintiff, Class Members, and other aggrieved
27 employees, or some of them, with itemized wage statements that accurately reflect gross wages
28 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay

1 period and the corresponding number of hours worked at each hourly rate; and other such
2 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
3 have, at times, further failed to furnish employees with an accurate calculation of gross and gross
4 wages earned, as well as gross and net wages paid.

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

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

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

24 31. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
26 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
27 employees with the rates of pay and overtime rates of pay applicable to their employment;
28 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the

1 name, address, and telephone number of the workers' compensation insurance carrier; information
2 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
3 under Labor Code section 2810.5.

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

8 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
9 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
10 226.3, 226.7, 246, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2810.5, *et al.*,
11 and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum
12 wages, payment of premium wages for missed meal and rest periods, penalties, wage statement
13 penalties, failure to indemnify work-related expenses, other such provisions of California law, and
14 reasonable attorneys' fees and costs.

15 **CLASS ACTION ALLEGATIONS**

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

21 35. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
22 to amend or modify the class description with greater specificity, further divide the defined class
23 into subclasses, and to further specify or limit the issues for which certification is sought.

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

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1 **A. Numerosity**

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

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

10 **B. Commonality**

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

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?

28 / / /

1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?

3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?

5 J. Did Defendants violate the Unfair Competition Law, Business and Professions Code
6 section 17200, *et seq.*, by their unlawful practices as alleged herein?

7 K. Are Class Members entitled to restitution of wages under Business and Professions
8 Code section 17203?

9 L. Are Class Members entitled to costs and attorneys' fees?

10 M. Are Class Members entitled to interest?

11 **C. Typicality**

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

17 **D. Adequacy of Representation**

18 41. Plaintiff will fairly and adequately represent and protect the interest of Class
19 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
20 hour class actions.

21 **E. Superiority of Class Action**

22 42. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
24 questions of law and fact common to Class Members predominate over any questions affecting only
25 individual Class Members. Class Members, as further described therein, have been damaged and
26 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
27 violation of the Labor Code at times, as set out herein.

28 / / /

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

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

45. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

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

47. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny 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.”

48. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants, at times, failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

/ / /

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

6 50. As a result of the occasional unlawful acts of Defendants, Plaintiff and Class
7 Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled
8 to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code
9 section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section
10 3287.

11 **SECOND CAUSE OF ACTION**

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

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

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

17 53. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
18 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
19 Defendants' control.

20 54. For four (4) years prior to the filing of the Complaint in this Action through the
21 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
22 their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class
23 Members.

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

27 56. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
28 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to

1 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
2 damages, reasonable attorneys' fees and costs of suit.

3 **THIRD CAUSE OF ACTION**

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

5 57. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

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

9 59. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
10 employ an employee for a work period of more than five (5) hours without a timely meal break of
11 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
12 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
13 per day without providing the employee with a second timely meal period of not less than thirty (30)
14 minutes in which the employee is relieved of all of his or her duties.

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

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

25 62. By their occasional failure to provide Plaintiff and Class Members compliant meal
26 periods as contemplated by Labor Code section 512, among other California authorities, and failing,
27 at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants
28 willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

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

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

69. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

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

7 71. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
8 have suffered damages in an amount, subject to proof, to the extent they were not paid additional
9 pay owed for rest periods that they were not authorized or permitted to take.

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

14 **FIFTH CAUSE OF ACTION**

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

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

18 74. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 75. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
24 discharge immediately upon termination. Class Members who resigned were entitled to payment
25 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
27 unpaid at the time of resignation.

28 / / /

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

6 77. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
7 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
8 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
9 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
10 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
11 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
12 or resignation.

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

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

19 80. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
20 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
21 waiting time penalties, interest, and their costs of suit, as well.

22 **SIXTH CAUSE OF ACTION**

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

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

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

28 / / /

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

7 84. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
8 before the filing of the Complaint in this Action through the present, Defendants, at times, failed to
9 comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted
10 in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements
11 that accurately reflect, among other things, gross wages earned; total hours worked; net wages
12 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate; and the name and address of the legal entity that is the employer,
14 among other things.

15 85. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
16 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
17 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
18 provided wage statements that Defendants knew were not accurate.

19 86. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
20 have suffered injury. The absence of accurate information on Class Members' wage statements at
21 times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
22 mathematical computations to determine the amount of wages owed; causes difficulty and expense
23 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
24 about wages and amounts deducted from wages to state and federal governmental agencies, among
25 other things.

26 87. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
27 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
28 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent

1 pay period, not to exceed an aggregate \$4,000.00 per employee.

2 88. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
3 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
4 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
5 attorneys' fees, and costs of suit.

6 **SEVENTH CAUSE OF ACTION**

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

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

10 90. Plaintiff is informed and believes, and based thereon alleges that the unlawful
11 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
12 and Professions Code section 17200. Due to their unlawful business practices in violation of the
13 Labor Code, Defendants have gained a competitive advantage over other comparable companies
14 doing business in the State of California that comply with their obligations to compensate employees
15 in accordance with the Labor Code.

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

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

26 93. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
27 Procedure section 1032 and interest under Civil Code section 3287.

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1 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

25 **NINETH CAUSE OF ACTION**

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

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

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

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

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

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

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

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1 **TENTH CAUSE OF ACTION**

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

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

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

9 a. For any initial violation, fifty dollars (\$50) for each underpaid employee and for
10 each pay period for which the employee was underpaid in addition to an amount
11 sufficient to recover underpaid wages;

12 b. For any initial violation, fifty dollars (\$50) for each underpaid employee and for
13 each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages;

15 c. Wages recovered pursuant to this section shall be paid to the affected employee.”

16 106. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, occasionally violated, or caused to be violated, the Labor Code sections described
18 herein, including causing Plaintiff and other aggrieved employees not to: be paid overtime wages
19 and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely
20 wages during their employment and after their employment separation; receive accurate, itemized
21 wage statements; be provided with the opportunity to inspect employment records; be provided with
22 notice as required under Labor Code section 2810.5; and the proper accrual and use of paid sick
23 leave.

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

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ELEVENTH CAUSE OF ACTION

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

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

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

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

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

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

1 110. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, made
2 the decision that Plaintiff would not be paid their due minimum wages as required due to, among
3 other things, Defendants, on occasion, failed to pay minimum wages to Plaintiff and other aggrieved
4 employee, or some of them, in violation of California state wage and hour laws as a result of, among
5 other things, at times, failing to accurately track and/or pay for all hours actually worked at their
6 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and other aggrieved
7 employees.

8 111. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to
9 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
10 1197.1.

11 **TWELFTH CAUSE OF ACTION**

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

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

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

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

27 / / /

28 / / /

1 115. Plaintiff is informed and believes and based thereon alleges that Defendants, and
2 each of them, occasionally violated the Labor Code sections described herein, including, without
3 limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods
4 or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages
5 during employment and after employment separation; provide employees the opportunity to inspect
6 employment records; provide accrual and use of paid sick leave; and provide notice as required
7 under Labor Code section 2810.5 entitling Plaintiff and other aggrieved employees to civil penalties
8 for each of these Labor Code violations in the amounts set forth in Labor Code section 2699,
9 subdivision (f).

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

13 **DEMAND FOR JURY TRIAL**

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

15 **PRAYER**

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

- 18 A. An order certifying this case as a Class Action;
19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum and overtime wages
22 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
23 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
24 E. Damages for unpaid premium wages from missed meal and rest periods under,
25 among other Labor Code sections, 512, 558.1 and 226.7;
26 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
27 (e) and 558.1;
28 G. Waiting time penalties under Labor Code sections 203 and 558.1;

- 1 H. Preliminary and permanent injunctions prohibiting Defendants from further violating
2 the California Labor Code and requiring the establishment of appropriate and
3 effective means to prevent future violations;
4 I. Restitution of wages and benefits due which were acquired by means of any unfair
5 business practice, according to proof;
6 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1,
7 1197.1, and 2699;
8 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1197.1, and 2699;
10 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
11 M. For attorneys' fees in prosecuting this action;
12 N. For costs of suit incurred herein; and
13 O. For such other and further relief as the Court deems just and proper.
14

15 Dated: October 7, 2020

BIBIYAN LAW GROUP, P.C.

16
17 BY:



18 SARA EHSANI-NIA

19 DAVID D. BIBIYAN

20 Attorneys for Plaintiff ANGELA DURAN, on behalf of
21 herself and all others similarly situated
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