

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (Cal. Bar No. 287811)
2 *david@tomorrowlaw.com*
Diego Aviles (Cal. Bar No. 315533)
3 *diego@tomorrowlaw.com*
Sara Ehsani-Nia (Cal. Bar No. 326501)
4 *sara@tomorrowlaw.com*
8484 Wilshire Boulevard, Suite 500
5 Beverly Hills, California 90211
Telephone: (310) 438-5555 Facsimile: (310) 300-1705

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7 Attorneys for Plaintiff, GRISELDA ORELLANA, on
behalf of herself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10
11 GRISELDA ORELLANA, on behalf of herself
and all others similarly situated,

12
13 Plaintiffs,

14 v.

15 **ADVANCED BUILDING MAINTENANCE,**
INC., a California corporation; and DOES 1
16 through 100, inclusive,

17 Defendants.
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CASE NO.: **34E2020-0028679 1**

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. PENALTIES PER LABOR CODE § 210;
11. PENALTIES PER LABOR CODE § 226.3;
12. VIOLATION OF LABOR CODE § 558;
13. VIOLATION OF LABOR CODE § 1197.1;
and
14. PENALTIES PER LABOR CODE § 2699.

DEMAND FOR JURY TRIAL
[Amount in Controversy Exceeds \$25,000.00]

CLASS ACTION COMPLAINT

FILED/ENDORSED

OCT 07 2020

By: K. Johnson
Deputy Clerk

FILED BY FAX

COMES NOW plaintiff GRISELDA ORELLANA ("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 ADVANCED BUILDING MAINTENANCE, INC., and any of its respective subsidiaries or affiliated companies within the State of California ("Advanced Building" and, with 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, cleaning and building maintenance. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately June of 2017 and through approximately October of 2019.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant Advanced Building is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Sacramento, 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 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of

1 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
2 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
3 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
4 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
5 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
6 include Advanced Building and any of their parent, subsidiary, or affiliated companies within the
7 State of California, as well as DOES 1 through 100 identified herein.

8 JOINT LIABILITY ALLEGATIONS

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

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

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

25 JURISDICTION

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

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

10 10. Plaintiff is also an "aggrieved employee" under PAGA, as she was employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Other aggrieved employees Plaintiff seeks to represent are all other non-
13 exempt employees of Defendants. Accordingly, Plaintiff seeks to recover, on behalf of herself and
14 all other current and former employees of Defendants ("other aggrieved employees"), the civil
15 penalties provided by PAGA plus reasonable attorneys' fees and costs, as the term "civil penalty"
16 is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

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

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

25 13. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
26 section 2699.3. On or around July 27, 2020, Plaintiff gave written notice to the Labor and
27 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
28 Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention

1 to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 27,
2 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

3 **FACTUAL BACKGROUND**

4 14. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
6 some of them, in violation of California state wage and hour laws as a result of, without limitation,
7 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
8 seven consecutive work days in a work week without being properly compensated for hours worked
9 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
10 worked on the seventh consecutive work day in a work week by, among other things, failing to
11 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
12 employees to work off the clock, including, without limitation, by requiring employees: to travel to
13 additional work sites and make phone calls or drive off the clock; editing and/or manipulation of
14 time entries to show less hours than actually worked; and paying at the improper overtime rate of
15 pay or otherwise paying straight pay instead of overtime pay to the detriment of Plaintiff, Class
16 Members, and other aggrieved employees.

17 15. For at least four (4) years prior to the filing of this Action and continuing to the
18 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
19 or some of them, in violation of California state wage and hour laws as a result of, among other
20 things, at times, failing to accurately track and/or pay for all minutes actually worked at the regular
21 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
22 off the clock, including, without limitation, by requiring employees: to travel to additional work
23 sites, and make phone calls or drive off the clock; editing and/or manipulation of time entries to
24 show less hours than actually worked; failing to pay split shift premiums; and paying an hourly rate
25 of pay below the legal minimum wage, to the detriment of Plaintiff, Class Members, and other
26 aggrieved employees.

27 16. For at least four (4) years prior to the filing of this Action and continuing to the
28 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and other aggrieved

1 employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
2 which they worked more than five (5) hours in a work day and a second thirty (30) minute
3 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
4 and failing to provide compensation for such unprovided meal periods as required by California
5 wage and hour laws.

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

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

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

23 20. For at least one (1) year prior to the filing of this action and continuing to the present,
24 Defendants have, at times, failed to pay Plaintiff, Class Members, and other aggrieved employees,
25 or some of them, the full amount of their wages for labor performed in a timely fashion as required
26 under Labor Code section 204.

27 21. 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 indemnify Class Members and other aggrieved

1 employees, or some of them, for the costs incurred in laundering mandatory work uniforms; mileage
2 and/or gas costs incurred in driving personal vehicles for work-related purposes; and using cellular
3 phones for work-related purposes.

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

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

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

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

26. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

CLASS ACTION ALLEGATIONS

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

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

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

A. Numerosity

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

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

1 **B. Commonality**

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

- 4 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
5 worked at a proper overtime rate of pay?
- 6 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
7 for all other time worked at the employee's regular rate of pay and a rate of pay that
8 is greater than the applicable minimum wage?
- 9 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
10 Class Members to take compliant meal periods?
- 11 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed or interrupted meal periods?
- 13 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
14 Class Members to take compliant rest periods?
- 15 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed rest periods?
- 17 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
18 Members upon termination or resignation all wages earned?
- 19 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
20 section 203?
- 21 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
22 Class Members with accurate wage statements?
- 23 J. Did Defendants fail to pay Class Members in a timely fashion as required under
24 Labor Code section 204?
- 25 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
26 losses incurred in direct consequence of the discharge of their duties or by obedience
27 to the directions of Defendants as required under Labor Code section 2802?

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

3 M. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 N. Are Class Members entitled to costs and attorneys' fees?

6 O. Are Class Members entitled to interest?

7 **C. Typicality**

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

13 **D. Adequacy of Representation**

14 34. Plaintiff will fairly and adequately represent and protect the interest of Class
15 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
16 hour class actions.

17 **E. Superiority of Class Action**

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

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

28 / / /

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

38. 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.

39. 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.”

40. 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.”

41. 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 failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to travel to additional work sites and make phone calls or drive off the clock; editing and/or manipulation of time entries to show less hours than actually worked; and paying at the improper overtime rate of pay or otherwise paying straight pay instead of overtime pay, to the detriment of Plaintiff and Class Members.

42. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays

1 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
2 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
3 applicable IWC Wage Orders, and California law.

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

8 SECOND CAUSE OF ACTION

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

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

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

14 46. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
15 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
16 Defendants' control.

17 47. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Defendants failed, at times, failing to accurately track and/or pay for all minutes actually
19 worked at the regular rate of pay that is above the minimum wage; engaging, suffering, or permitting
20 employees to work off the clock, including, without limitation, by requiring employees: to travel to
21 additional work sites, and make phone calls or drive off the clock; editing and/or manipulation of
22 time entries to show less hours than actually worked; failing to pay split shift premiums; and paying
23 an hourly rate of pay below the legal minimum wage, to the detriment of Plaintiff and Class
24 Members.

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

53. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal 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 workday that the meal period is not provided.

54. 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 provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

55. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times,

1 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
2 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

64. 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 rest periods that they were not authorized or permitted to take.

65. 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.

FIFTH CAUSE OF ACTION

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

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

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

68. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment

1 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
2 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
3 unpaid at the time of resignation.

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

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

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

19 72. 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 for all wages earned
21 prior to termination or resignation.

22 73. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
23 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
24 waiting time penalties, interest, and their costs of suit, as well.

25 SIXTH CAUSE OF ACTION

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

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

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

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

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

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

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

28 / / /

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

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

9 **SEVENTH CAUSE OF ACTION**

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

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

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

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

20 85. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
21 independent and apart from, any other penalty provided in this article, every person who fails to pay
22 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
23 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
24 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
25 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
26 percent of the amount unlawfully withheld.”

27 / / /

28 / / /

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

5 87. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
6 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
7 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
8 for each subsequent violation in connection with each payment that was made in violation of Labor
9 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

10 88. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
12 interest, and their costs of suit, as well.

13 **EIGHTH CAUSE OF ACTION**

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

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

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

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

22 92. For three (3) years prior to the filing of the Complaint in this Action through the
23 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
24 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
25 obedience to the directions of Defendants that included, without limitation: laundering mandatory
26 work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related
27 purposes; and using cellular phones for work-related purposes.

28 / / /

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

94. 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 reimbursed for the herein-described losses and/or expenditures.

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

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

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

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

99. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed

1 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
2 by their failure to comply with the Labor Code.

3 100. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
4 Procedure section 1032 and interest under Civil Code section 3287.

5 **TENTH CAUSE OF ACTION**

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

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

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

14 103. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
15 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
17 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
18 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
19 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
20 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

1 ELEVENTH CAUSE OF ACTION

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

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

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

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

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

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

26 110. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees or
27 former employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants’
28 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars

1 (\$250) for each aggrieved employee or former employee per pay period for the initial violation, and
2 one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay period for
3 each subsequent violation.

4 **TWELFTH CAUSE OF ACTION**

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

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

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

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

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

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

1 THIRTEENTH CAUSE OF ACTION

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

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

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

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

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

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

1 117. 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, failing to accurately track and/or pay for all minutes actually
4 worked at the regular rate of pay that is above the minimum wage; engaging, suffering, or permitting
5 employees to work off the clock, including, without limitation, by requiring employees: to travel to
6 additional work sites, and make phone calls or drive off the clock; editing and/or manipulation of
7 time entries to show less hours than actually worked; failing to pay split shift premiums; and paying
8 an hourly rate of pay below the legal minimum wage, to the detriment of Plaintiff and other
9 aggrieved employees.

10 118. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to
11 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
12 1197.1.

13 **FOURTEENTH CAUSE OF ACTION**

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

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

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

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

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

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

12 **DEMAND FOR JURY TRIAL**

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

14 **PRAYER**

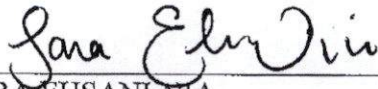
15 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
16 against Defendants as follows:

- 17 A. An order certifying this case as a Class Action;
18 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
19 counsel as class counsel;
20 C. Damages for all wages earned and owed, including minimum and overtime wages
21 under Labor Code sections 510, 1194, 1197 and 1199;
22 D. Liquidated damages pursuant to Labor Code section 1194.2;
23 E. Damages for unpaid premium wages from missed meal and rest periods under,
24 among other Labor Code sections, 512 and 226.7;
25 F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision
26 (e);
27 G. Waiting time penalties under Labor Code section 203;
28 H. Penalties to timely pay wages under Labor Code section 210;

- 1 I. Damages under Labor Code sections 2802;
2 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
3 the California Labor Code and requiring the establishment of appropriate and
4 effective means to prevent future violations;
5 K. Restitution of wages and benefits due which were acquired by means of any unfair
6 business practice, according to proof;
7 L. An award for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1,
8 and 2699;
9 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 1197.1, and 2699;
11 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
12 O. For attorneys' fees in prosecuting this action;
13 P. For costs of suit incurred herein; and
14 Q. For such other and further relief as the Court deems just and proper.
15

16 Dated: October 7, 2020

BIBIYAN LAW GROUP, P.C.

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18 BY: 
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SARA EHSANI-NIA

20 Attorneys for Plaintiff GRISELDA ORELLANA, on
21 behalf of herself and all others similarly situated
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