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individually, and on behalf of others similarly
8 situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 YAZMIN GONZALEZ, individually, and on behalf)
of others similarly situated)

12 Plaintiff,

13 v.

14 BRANDED ONLINE, INC., a Delaware
15 Corporation; and DOES 1 through 50, inclusive,

16 Defendants.

CASE NO.: **20STCV29702**

12 **CLASS & REPRESENTATIVE ACTION**
13 **COMPLAINT**

- 14) 1. Failure to Pay Minimum Wages
15) 2. Failure to Pay Overtime Wages
16) 3. Failure to Provide Required Meal Periods
17) 4. Failure to Provide Required Rest Periods
18) 5. Failure to Indemnify Employees for Necessary
19) Expenditures Incurred in Discharge of Duties
20) 6. Failure to Furnish Accurate Itemized Wage
21) Statements
22) 7. Failure to Pay Timely and All Wages Due to
23) Discharged and Quitting Employees
24) 8. Unfair and Unlawful Business Practices

25 **DEMAND FOR JURY TRIAL**

COPY

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ORIGINAL FILED**
Superior Court of California
County of Los Angeles

AUG 05 2020

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

1 **NATURE OF ACTION**

2 1. Plaintiff YAZMIN GONZALEZ (“PLAINTIFF”) bring this class and representative
3 action case on behalf of herself and all others similarly situated current and former non-exempt
4 employees, who worked in the State of California for defendant BRANDED ONLINE, INC., a
5 Delaware Corporation (“DEFENDANT BRANDED ONLINE, INC.”) and DOES 1 through 50
6 inclusive (collectively “DEFENDANTS”) against DEFENDANTS to remedy DEFENDANTS’ illegal
7 wage payment and employment policies and practices during the relevant statutory periods, for which
8 PLAINTIFF seeks damages, restitution, penalties, injunctive relief, interest, attorneys’ fees and costs,
9 and all other legal and equitable remedies deemed just and proper under California law.

10 **JURISDICTION**

11 2. The Superior Court of the State of California has jurisdiction over this matter because, at
12 all relevant times, PLAINTIFF is, or was, a resident of the State of California. PLAINTIFF is informed,
13 believes and thereon alleges that, at all relevant times, at least one of the DEFENDANTS was qualified
14 to do business in California as a foreign or domestic company or business entity and regularly conducted
15 business in California as a foreign or domestic company or business entity. Furthermore, no federal
16 question is at issue because PLAINTIFF’s causes of action are based solely on California law.

17 **VENUE**

18 3. Venue is proper in this judicial district and the County of Los Angeles, California
19 because PLAINTIFF and persons similarly situated performed work for DEFENDANTS or resided in
20 the County of Los Angeles while working for DEFENDANTS and DEFENDANTS executed their
21 illegal wage payment and employment policies and practices, which are the subject of this action, in the
22 County of Los Angeles, which adversely impacted persons similarly situated including persons residing
23 or working in the County of Los Angeles.

24 **PLAINTIFF & CLASS MEMBERS**

25 4. PLAINTIFF is a resident of the State of California and a current or former employee of
26 DEFENDANTS. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
27 employed and classified PLAINTIFF as a non-exempt employee for several years and into the Summer
28 of 2020.

1 5. PLAINTIFF brings this action as an individual and on behalf of the following similarly
2 situated class of individuals: all current and former non-exempt employees of DEFENDANTS in the
3 State of California at any time within the period beginning four (4) years prior to the filing of this action
4 to until the time it settles, ends in a final judgment, or to a date fixed by the Court (“CLASS
5 MEMBERS”). PLAINTIFF reserves the right to name additional class representatives.¹

6 6. PLAINTIFF’s action and proposed class specifically excludes any periods of
7 employment covered by valid and binding arbitration agreements, according to proof, of the same.

8 7. During the relevant statutory periods, DEFENDANTS employed PLAINTIFF and
9 CLASS MEMBERS pursuant to employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS acted pursuant to, and in
11 furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS all wages
12 earned and due through methods and schemes which include, but are not limited to, failing to pay all
13 minimum wages due; failing to pay all overtime wages due; failing to pay all split shift and/or reporting
14 time wages due; failing to timely provide compliant meal periods (or to pay compensation for a lack
15 thereof); failing to timely provide compliant rest periods (or to pay compensation for a lack thereof);
16 failing to timely pay all wages due during employment; failing to timely pay all wages to due at time of
17 discharge or quitting; failing to provide accurate itemized statements; failing to maintain accurate
18 records; failing to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures; and
19 unlawfully deducting wages from PLAINTIFF and CLASS MEMBERS, all in violation of the
20 California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Orders.

21 8. While performing work for DEFENDANTS, PLAINTIFF did not perform and is
22 informed and believes, and thereon alleges, that CLASS MEMBERS did not perform more than fifty
23 percent (50%) of their duties utilizing advanced knowledge, specialized intellectual instruction,
24 invention, imagination, originality, or artistic talent that would qualify them as exempt employees under

25 _____
26 ¹ Unless otherwise stated, PLAINTIFF brings all factual allegations regarding PLAINTIFF’s relevant
27 interactions with DEFENDANTS based on personal knowledge and all other allegations based on
28 information and belief including those based on PLAINTIFF’s counsel’s investigation. Each allegation
in the instant Complaint is supported by evidence or is likely to be supported by evidence after a
reasonable opportunity for further investigation and discovery.

any professional, executive or administrative exemption.

9. While performing work for DEFENDANTS, PLAINTIFF did not perform and is informed and believes, and thereon alleges, that CLASS MEMBERS did not perform more than fifty percent (50%) of their duties making sales, obtaining orders, or contracts for services customarily or predominately away from DEFENDANTS' places of business that would that would qualify them as an exempt employees under the outside sales person exemption.

10. As a direct and proximate result of DEFENDANTS' unlawful acts and omissions, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and in an amount no less than fifteen million dollars (\$15,000,000.00), an amount within the jurisdiction of this Court.

DEFENDANTS

11. PLAINTIFF is informed, believes and thereon alleges that DEFENDANT BRANDED ONLINE, INC. is, and at all times relevant herein was, a corporation formed and existing under the laws of the State of Delaware. PLAINTIFF is further informed, believes and thereon alleges that the State of California authorized DEFENDANT BRANDED ONLINE, INC. to conduct and that DEFENDANT BRANDED ONLINE, INC. did conduct business in California under California Secretary of State corporate number: C329417 including while doing business in the State of California and within the County of Los Angeles. PLAINTIFF is further informed, believes and thereon alleges DEFENDANT BRANDED ONLINE, INC., at all times relevant herein, maintained its headquarters offices and its principal executive offices in California.

12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious names and collectively with DEFENDANT BRANDED ONLINE, INC. (collectively referred to as "DEFENDANTS"). PLAINTIFF is informed, believes and thereon alleges that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendant. PLAINTIFF shall seek leave of court to amend this Complaint to allege the true names and capacities of such DOE Defendants when ascertained.

13. PLAINTIFF is informed, believes and thereon alleges that DEFENDANTS, at all times relevant in this action, committed acts and omissions in concert with each other.² PLAINTIFF is informed, believes and thereon alleges that there has been a unity of interest and ownership between the DEFENDANTS such that any corporate individuality and separateness between them has ceased, that they are alter egos of each other, and that if DEFENDANTS' acts are treated as those of only one of them, then an inequitable result would follow .

14. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, DEFENDANTS were the joint employers, alter egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals, associates, managers, supervisors, managing agents, directors, owners, sisters, related entities, co-conspirators, agents, partners, joint venturers, masters, servants, aidors, abettors, franchisees, franchisors, joint enterprisers, and/or guarantors, actual or ostensible, of each other. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, each of the DEFENDANTS was completely dominated by his, her or its co-defendant and had authority, actual or ostensible, to perform the acts and omissions alleged herein. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, to the extent that certain actions and omissions were perpetrated by certain DEFENDANTS, the remaining DEFENDANTS condoned, authorized, and ratified such acts and omissions. Accordingly, whenever PLAINTIFF alleges that any of the DEFENDANTS committed an act or omission, PLAINTIFF attributes such allegations to each of the DEFENDANTS individually, jointly, and severally.

15. As a direct and proximate result of DEFENDANTS' unlawful acts and omissions, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from monetary losses in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ACTION DESIGNATION

16. This action is appropriately suited as a class action because:

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

² PLAINTIFF alleges each of these theories of joint liability in the alternative whenever not doing so would result in a contradiction with PLAINTIFF's other allegations.

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

c. PLAINTIFF's causes of action are typical of the class because PLAINTIFF is informed, believes and thereon alleges that DEFENDANTS subjected all non-exempt employees to identical violations of the California Labor Code, the applicable IWC Wage Orders, and the California Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in PLAINTIFF's best interests to prosecute the causes of action alleged herein to obtain full compensation due to them for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1182.12, 1197 and IWC Wage Order No. 4-2001, §§ 4 & 5 or other applicable

IWC Wage Orders]

(Against all DEFENDANTS)

17. Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, §§ 4 and 5 or other applicable IWC Wage Orders, California has fixed minimum wage rates, has required employers in California to pay their employees no less than the minimum for all hours worked in the payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

18. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, §§ 4 and 5 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS routinely deprived PLAINTIFF and CLASS MEMBERS of all minimum wages earned and due by requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the

1 clock, work through meal and rest periods, by failing to pay one hour of minimum wages in addition to
2 the minimum wage for that workday when PLAINTIFF and CLASS MEMBERS worked split shifts, by
3 failing to pay at least two hours or up to four hours of minimum wages, as reporting time pay, in
4 addition to the minimum wage for that workday when PLAINTIFF and CLASS MEMBERS were
5 required to report for work and did report, but were scheduled to work less than two hours, were not put
6 to work, or were furnished less than half of the usual or scheduled day's work, by illegally and
7 inaccurately recording time during which PLAINTIFF and CLASS MEMBERS worked, by failing to
8 properly maintain PLAINTIFF and CLASS MEMBERS' records, by failing to provide accurate
9 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period, by failing to,
10 and by other methods to be discovered, while failing to compensate PLAINTIFF and CLASS
11 MEMBERS for all minimum wages for all hours worked as required under California Labor Code §§
12 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, §§ 4 and 5 or other applicable IWC Wage
13 Orders. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to
14 suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
15 and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations
16 under state law, all to their respective detriments in amounts according to proof at time of trial, and
17 within the jurisdiction of this Court.

18 19. DEFENDANTS' conduct described herein violates California Labor Code §§ 1182.12,
19 1197, 1198 and IWC Wage Order No. 4-2001, §§ 4 and 5 or other applicable IWC Wage Orders. As a
20 proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
21 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200,
22 201, 202, 203, 204, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the
23 California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to
24 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
25 attorneys' fees, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 4-2001, § 3 or other applicable IWC Wage**
4 **Orders]**

5 **(Against all DEFENDANTS)**

6 20. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
7 consistent with this cause of action, as if fully set forth herein.

8 21. Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3
9 or other applicable IWC Wage Orders, California has required employers to pay their employees at one
10 and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
11 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,
12 with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
13 worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

14 22. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
15 entitled to the protections of California Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3
16 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS routinely
17 deprived PLAINTIFF and CLASS MEMBERS of all overtime wages earned and due by requiring,
18 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock, work through meal
19 and rest periods, by illegally and inaccurately recording time during which PLAINTIFF and CLASS
20 MEMBERS worked, by failing to properly maintain PLAINTIFF and CLASS MEMBERS' records, by
21 failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each
22 pay period, and by other methods to be discovered, while failing to compensate PLAINTIFF and
23 CLASS MEMBERS for all overtime wages calculated at one and one-half (1 ½) times the regular rate of
24 pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for
25 the first eight (8) hours on the seventh consecutive workday, and at two (2) times the regular rate of pay
26 for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
27 eight (8) hours on the seventh consecutive day of work in any workweek as required under California
28 Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3 or other applicable IWC Wage Orders.

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

24. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3 or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226, 500, 510, 558, 558.1, 1194, 1197.1, 1198 and other and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order No. 4-2001, § 11 or other applicable IWC Wage Orders]

(Against all DEFENDANTS)

25. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

26. Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11 or other applicable IWC Wage Orders, California has prohibited employers from employing person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent

1 of the employer and the employee only if the first meal period was not waived. California has also
2 required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period
3 shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer
4 fails to provide an employee a meal period in accordance with the applicable provisions of the relevant
5 IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's
6 regular rate of compensation for each workday that the meal period is not provided.

7 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
8 entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-
9 2001, § 11 or other applicable IWC Wage Orders. During the relevant statutory periods,
10 DEFENDANTS failed to provide PLAINTIFF and CLASS MEMBERS meal periods, or to pay one (1)
11 additional hour of compensation at PLAINTIFF and CLASS MEMBERS' regular rates of compensation
12 for each workday that a meal period was not provided, as required under the foregoing provisions of the
13 California Labor Code and IWC Wage Orders by, among other things: requiring, permitting or suffering
14 PLAINTIFF and CLASS MEMBERS to work past five (5) hours from the starts of their shifts before
15 starting a meal period; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
16 past ten (10) hours from the starts of their shifts before starting a second meal period; requiring,
17 permitting or suffering PLAINTIFF and CLASS MEMBERS to take meal periods of less than 30
18 minutes or that were otherwise not duty-free inasmuch as DEFENDANTS failed to relieve PLAINTIFF
19 and CLASS MEMBERS of all of their duties or maintained control over them during that time; failing
20 to count all times that DEFENDANTS failed to provide PLAINTIFF and CLASS MEMBERS duty-free
21 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage
22 payments; failing to pay PLAINTIFF and CLASS MEMBERS one (1) hour of pay at their regular rates
23 of compensation for each workday that the meal period was not provided; and by other methods to be
24 discovered, in violation of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-
25 2001, § 11 or other applicable IWC Wage Orders.

26 28. In violation of California law, DEFENDANTS have knowingly and willfully refused to
27 perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and
28 all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and

1 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on
2 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform
3 their obligations under state law, all to their respective detriments in amounts according to proof at time
4 of trial, and within the jurisdiction of this Court.

5 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 226.7, 510,
6 512, 1194, 1197, 1198 and IWC Wage Order No. 4-2001, § 11 or other applicable IWC Wage Orders.
7 Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 500, 510, 558,
8 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and
9 IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of
10 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
11 suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 1198; IWC Wage Order No. 4-2001, § 12 or other applicable IWC**
15 **Wage Orders]**

16 **(Against all DEFENDANTS)**

17 30. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
18 consistent with this cause of action, as if fully set forth herein.

19 31. Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, §
20 12 or other applicable IWC Wage Orders, California has required that employers shall authorize and
21 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
22 work period, that the authorized rest period time shall be based on the total hours worked daily at the
23 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need
24 not be authorized for employees whose total daily work time is less than three and one-half (3 1/2)
25 hours, and that authorized rest period time shall be counted as hours worked for which there shall be no
26 deduction from wages. California has also required that if an employer fails to provide an employee a
27 rest period in accordance with the applicable provisions of this order, the employer shall pay the
28 employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the

1 rest period is not provided.

2 32. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
3 entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, §
4 12 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS failed
5 to provide PLAINTIFF and CLASS MEMBERS rest periods, or to pay one (1) additional hour of
6 compensation at PLAINTIFF and CLASS MEMBERS' regular rates of compensation for each workday
7 that a rest period was not provided, as required under the foregoing provisions of the California Labor
8 Code and IWC Wage Order by, among other things: requiring, permitting or suffering PLAINTIFF and
9 CLASS MEMBERS to work past three and one-half (3 1/2) hours from the starts of their shifts without
10 authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring,
11 permitting or suffering PLAINTIFF and CLASS MEMBERS to work past six (6) hours from the starts
12 of their shifts without authorizing and permitting them to take a timely and fully uninterrupted second
13 rest period; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work past ten
14 (10) hours from the starts of their shifts without authorizing and permitting them to take a timely and
15 fully uninterrupted third rest period; requiring, permitting or suffering PLAINTIFF and CLASS
16 MEMBERS to take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as
17 DEFENDANTS failed to relieve PLAINTIFF and CLASS MEMBERS of all of their duties or
18 maintained control over them during that time; failing to pay PLAINTIFF and CLASS MEMBERS one
19 (1) hour of pay at their regular rates of compensation for each workday that the rest period was not
20 provided; and by other methods to be discovered, in violation of California Labor Code §§ 226.7, 1198,
21 and IWC Wage Order No. 4-2001, § 12 or other applicable IWC Wage Orders.

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

34. DEFENDANTS' conduct described herein violates California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12 or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
[Cal. Labor Code § 2802(a); IWC Wage Order No. 4-2001, § 9 or other applicable IWC Wage
Orders]**

(Against all DEFENDANTS)

35. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

36. Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 4-2001, § 9 or other applicable IWC Wage Orders, California has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

37. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 4-2001, § 9 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS including, but not limited to, by failing to reimburse PLAINTIFF and CLASS MEMBERS for expenses they incurred in complying with DEFENDANTS' instructions to PLAINTIFF and CLASS MEMBERS to work from their homes or other remote locations, away from Employer's regular business locations, without providing them the supplies, tools, equipment and/or services to perform such work, and by other methods to be discovered.

38. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to indemnify PLAINTIFF and CLASS MEMBERS for all monies they expended in necessary expenditures or losses incurred. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such unreimbursed monies, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective detriment in amounts according to proof at time of trial, and within the jurisdiction of this Court.

39. DEFENDANTS' conduct described herein violates California Labor Code § 2802(a) 1198, and IWC Wage Order No. 4-2001, § 9 or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 2802(b), 2802(c), 2802(d), 1198 and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unreimbursed amounts owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226(a), 226(e)(2)(B); IWC Wage Order No. 4-2001, § 7 or other applicable IWC Wage Orders]

(Against all DEFENDANTS)

40. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

41. Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7 or other applicable IWC Wage Orders, California has required that employers semimonthly or at the time of each payment of wages set by the employer, furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the

1 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at each hourly rate by the
3 employee. California law has stated that an employee is deemed to suffer injury for purposes of this
4 subdivision if the employer fails to provide accurate and complete information as required by any one or
5 more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily
6 determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to
7 the employee during the pay period or any of the other information required to be provided on the
8 itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

9 42. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
10 entitled to the protections of California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage
11 Order No. 4-2001, § 7 or other applicable IWC Wage Orders. During the relevant statutory periods,
12 DEFENDANTS failed to provide PLAINTIFF and CLASS MEMBERS accurate itemized wage
13 statements as required under the foregoing provisions of the California Labor Code and IWC Wage
14 Order by, among other things: failing to provide accurate writings showing each and every one of the
15 nine (9) enumerated items required by Labor Code § 226(a), failing to provide accurate writings
16 enabling PLAINTIFF and CLASS MEMBERS to promptly and easily determine from the wage
17 statement alone their total hours worked, all forms of premium payments earned and due including
18 payments for overtime, meal period, rest period and split shift premiums, all deductions, the inclusive
19 dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee, and by other methods to be
21 discovered, in violation of California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order
22 No. 4-2001, § 7 or other applicable IWC Wage Orders.

23 43. In violation of California law, DEFENDANTS have knowingly and willfully refused to
24 perform their obligations to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and
25 itemized wage statements in accordance with California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and
26 IWC Wage Order No. 4-2001, § 7 or other applicable IWC Wage Orders. As a proximate result,
27 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to
28 the use and enjoyment of accurate itemized wage statements, and expenses and attorneys' fees in

1 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
2 respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this
3 Court.

4 44. DEFENDANTS' conduct described herein violates California Labor Code § 226(a),
5 1198, and IWC Wage Order No. 4-2001, § 7 or other applicable IWC Wage Orders. Therefore, pursuant
6 to California Labor Code §§ 226(e)(1), 226(e)(2)(B), 226(h), 1198, and IWC Wage Order No. 4-2001, §
7 7, PLAINTIFF and CLASS MEMBERS are entitled to recover the greater of all actual damages or fifty
8 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per
9 employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four
10 thousand dollars (\$4,000), and are entitled to an award of costs and reasonable attorney's fees.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Timely Pay All Wages Due to Discharged and Quitting Employees**

13 **[Cal. Labor Code §§ 201(a), 202, 203]**

14 **(Against all DEFENDANTS)**

15 45. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
16 consistent with this cause of action, as if fully set forth herein.

17 46. Pursuant to California Labor Code §§ 201(a), 202, and 203, California has required that
18 employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee
19 quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or
20 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting,
21 and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who
22 quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate
23 until paid or until an action therefor is commenced; but the wages shall not continue for more than 30
24 days.

25 47. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
26 entitled to the protections of California Labor Code §§ 201, 202 and 203. During the relevant statutory
27 periods, DEFENDANTS failed to timely pay PLAINTIFF and CLASS MEMBERS all wages due at the
28 times they were discharged or at the times they quit under the foregoing provisions of the California

1 Labor Code and IWC Wage Order No. 4-2001, or other applicable IWC Wage Orders by, among other
2 things: failing to pay all earned wages to PLAINTIFF and CLASS MEMBERS in full; failing to pay all
3 earned wages to PLAINTIFF and CLASS MEMBERS at the time DEFENDANT discharged them or
4 within 72 hours of the times they quit; and by failing to pay PLAINTIFF and CLASS MEMBERS
5 wages as a penalty from the due date thereof at the same rate until paid; and by other methods to be
6 discovered, in violation of California Labor Code §§ 201(a), 202, and 203.

7 48. In violation of California law, DEFENDANTS have knowingly and willfully refused to
8 perform their obligations to provide PLAINTIFF and CLASS MEMBERS with timely and full payment
9 of all wages earned and unpaid at the time of discharge or quitting in accordance with California Labor
10 Code §§ 201, 202, and 203. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered,
11 and continue to suffer, substantial losses related to the use and enjoyment of all final wages owed and
12 due to them including the penalties due to them as a result of DEFENDANTS' failures, and expenses
13 and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
14 law, all to their respective detriments in amounts according to proof at time of trial, and within the
15 jurisdiction of this Court.

16 49. DEFENDANTS' conduct described herein violates California Labor Code §§ 201, 202
17 and 203. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 500, 510,
18 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code
19 and IWC Wage Order No. 4-2001, or other applicable IWC Wage Orders IWC Wage Orders,
20 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them
21 by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

22 **EIGHTH CAUSE OF ACTION**

23 **Representative Action for Unfair and Unlawful Business Practices**

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

25 **(Against all DEFENDANTS)**

26 50. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
27 consistent with this cause of action, as if fully set forth herein.

28 51. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, sometimes

called California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in unlawful, unfair or fraudulent business acts or practices, which may include an employer's violations of the California Labor Code sections which prohibit employers from unlawfully withholding wages from an employee. Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any practice which constitutes unfair competition, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure.

52. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein including, but not limited to, DEFENDANTS' willful failure and refusal to pay minimum wages, DEFENDANTS' willful failure and refusal to pay overtime wages, DEFENDANTS' willful failure and refusal to provide meal periods or pay wages in lieu thereof, DEFENDANTS' willful failure and refusal to provide rest periods or pay wages in lieu thereof, DEFENDANTS' willful failure and refusal to indemnify for necessary business expenses, DEFENDANTS' willful failure and refusal to furnish accurate itemized wage statements, and DEFENDANTS' willful failure and refusal to timely pay all wages due at time of discharge or quitting, constitutes an unfair and unlawful business practice under California Business and Professions Code §§ 17200 *et seq.*

53. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF, CLASS MEMBERS and members of the general public. DEFENDANTS, pursuant to their deliberate engagement in unfair competition practices, have avoided payment of wages, reimbursement of expenses, and the provision of other entitlements owed to PLAINTIFF and CLASS MEMBERS as a result of their employment relationships with DEFENDANTS, as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Orders. Further,

1 DEFENDANTS have failed to record, report, and pay the correct sums of assessment including, but not
2 limited to, payroll tax assessments, to the state authorities under the California Labor Code and other
3 applicable regulations as a direct consequence and result of DEFENDANTS' wrongful wage
4 underpayments alleged herein.

5 54. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS
6 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF,
7 CLASS MEMBERS, and members of the general public. DEFENDANTS should be made to disgorge
8 their ill-gotten gains and to restore them to PLAINTIFF, CLASS MEMBERS and state authorities.

9 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS
10 MEMBERS to preliminary and permanent injunctive relief including, but not limited to, orders that
11 DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages
12 and other compensation unlawfully withheld from them, along with the correct sums of assessment
13 including, but not limited to, payroll tax assessment to state authorities under the California Labor Code
14 and other applicable regulations. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all
15 monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, and
16 within the jurisdiction of this Court.

17 **ADDITIONAL FACTUAL ALLEGATIONS**

18 **Additional Factual Allegations Supporting Potential Amendment as a Matter of Right to Add a**
19 **Cause of Action for a Representative Action for PAGA Civil Penalties**

20 **[Cal. Lab. Code §§ 2698 *et. seq.*]**

21 **(Against all DEFENDANTS)**

22 56. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
23 consistent with the following additional factual allegations, that may support a potential amendment to
24 the instant Complaint, as if fully set forth herein.

25 57. Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has
26 stated that notwithstanding any other provision of law, any provision of the California Labor Code that
27 provides for a civil penalty to be assessed and collected by the California Labor and Workforce
28 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies,

or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in §§ 2699³ and 2699.3.⁴

58. Pursuant to California Labor Code § 2699.3(a)(1)(A), PLAINTIFF has provided or intends on providing written notice by online filing with the LWDA and by certified mail to DEFENDANTS, or some of them, of the specific provisions of the California Labor Code and IWC Wage Orders PLAINTIFF alleges DEFENDANTS have violated along with the facts and theories supporting the alleged violations. Pursuant to California Labor Code § 2699.3(a)(1)(A), PLAINTIFF's notice to the LWDA will be or was accompanied by PLAINTIFF's payment of \$75.00 filing fee.

59. In PLAINTIFF's notice to the LWDA and to DEFENDANTS, or some of them, as required under California Labor Code § 2699.3, PLAINTIFF alleged DEFENDANTS violated the following provisions of the California Labor Code and IWC Wage Orders along with the facts and theories supporting the alleged violations:

- i. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
- ii. Labor Code § 201.3 (failure to timely pay all wages due as a temporary services

³ Pursuant to Labor Code § 2699 subdivision (a), California has stated: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

⁴ Pursuant to Labor Code § 2699.5, California has stated: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7."

- 1 employer during employment and at time of discharge);
- 2 iii. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72
- 3 hours thereof);
- 4 iv. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30
- 5 days after discharge or quitting);
- 6 v. Labor Code § 204 (failure to timely pay all wages due during employment);
- 7 vi. Labor Code § 226 (failure to furnish accurate itemized wage statements and maintain
- 8 accurate records);
- 9 vii. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due
- 10 during employment);
- 11 viii. Labor Code § 510 (failure to pay all overtime wages due);
- 12 ix. Labor Code § 512 (failure to provide timely first and second meal periods);
- 13 x. Labor Code § 1102.5 (retaliation for disclosing information reasonably believed to be a
- 14 violation of state or federal law);
- 15 xi. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in
- 16 California);
- 17 xii. Labor Code § 1197 (failure to pay all minimum wages including split shift wages and
- 18 reporting time wages);
- 19 xiii. Labor Code § 2802 (failure to indemnify employees).

20 60. If the LWDA does not provide PLAINTIFF with notice of its intent to investigate the

21 alleged violations in the 60 calendar days that have lapsed, then PLAINTIFF will have complied with all

22 of the requirements set forth in California Labor Code § 2699.3 to commence a representative action

23 against DEFENDANTS on behalf of PLAINTIFF and other aggrieved employees of DEFENDANTS.

24 PLAINTIFF will thereafter be an “aggrieved employee” within the meaning of California Labor Code §

25 2699(c) because DEFENDANTS employed PLAINTIFF and PLAINTIFF is a person against whom one

26 or more of the alleged violations of the California Labor Code, either specified in the preceding

27 paragraphs of the instant Complaint or in PLAINTIFF’s written notice, was committed, and a proper

28 representative to bring a civil action on behalf of himself and other current and former employees of

1 DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3. Accordingly,
2 and pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, PLAINTIFF may, as a matter of right,
3 amend PLAINTIFF's instant Complaint to seek to recover civil penalties from DEFENDANTS
4 including, but not limited to, penalties for DEFENDANTS' violations of California Labor Code §§ 201,
5 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1194, 1198 and 2802 in a
6 representative action.

7 61. Pursuant to California Labor Code § 2699(a), PLAINTIFF may seek civil penalties for
8 DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is specifically
9 provided including, but not limited to, the following:

10 a. Pursuant to California Labor Code § 210, for DEFENDANTS' violations of
11 California Labor Code § 204, PLAINTIFF may seek an award and DEFENDANTS' payment of civil
12 penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee"
13 and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
14 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

15 b. Pursuant to California Labor Code § 226.3, for DEFENDANTS' violations of
16 California Labor Code § 226(a), PLAINTIFF may seek an award and DEFENDANTS' payment of civil
17 penalties "in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
18 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for
19 which the employer fails to provide the employee a wage deduction statement or fails to keep the
20 records required in subdivision (a) of Section 226."

21 c. Pursuant to California Labor Code § 558(a), for DEFENDANTS' violations of
22 California Labor Code §§ 510, 512 and IWC Wage Order No. 4-2001, § 3 or other applicable IWC
23 Wage Orders, PLAINTIFF may seek an award of DEFENDANTS' payment of civil penalties "[f]or any
24 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
25 employee was underpaid" and "[f]or each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was underpaid[.]"

27 d. Pursuant to California Labor Code § 1102.5(f), for violations of California Labor
28 Code § 1102.5, PLAINTIFF may seek an award and DEFENDANTS' payment of civil penalties as

1 follows: “(f) In addition to other penalties, an employer that is a corporation or limited liability company
2 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this
3 section.”

4 e. Pursuant to California Labor Code § 1174.5, for violations of California Labor
5 Code § 1174(b), (c) or (d), PLAINTIFF may seek an award and DEFENDANTS’ payment of civil “a
6 civil penalty of five hundred dollars (\$500).”

7 f. Pursuant to California Labor Code § 1197.1, for DEFENDANTS’ violations of
8 California Labor Code §§ 1182.11, 1197 and IWC Wage Order No. 4-2001, §§ 4 and 5 or other
9 applicable IWC Wage Orders, PLAINTIFF may seek an award and DEFENDANTS’ payment of civil
10 penalties “[f]or any initial violation that is intentionally committed, one hundred dollars (\$100) for each
11 underpaid employee for each pay period for which the employee is underpaid” and “[f]or each
12 subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
13 employee for each pay period for which the employee is underpaid regardless of whether the initial
14 violation is intentionally committed.”

15 62. In the alternative, and in keeping with California Labor Code § 2699(f), which provides
16 that for all California Labor Code violations for which a civil penalty is not specifically provided, the
17 following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per
18 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
19 period for each subsequent violation, PLAINTIFF may seek such civil penalties under Labor Code §
20 2699(f) for DEFENDANTS’ violations of California Labor Code provisions for which a civil penalty is
21 not specifically provided including, but not limited to, for DEFENDANTS’ violations of California
22 Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1102.5, 1174(d), 1182.11, 1194, 1197,
23 1198 and 2802 and the applicable IWC Wage Order provisions alleged herein.

24 63. PLAINTIFF may seek additionally reasonable attorney’s fees and costs pursuant to
25 California Labor Code § 2699(g)(1).

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PRAYER FOR RELIEF

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

1. For compensatory damages in an amount to be ascertained at trial as alleged herein for unpaid minimum wage compensation, unpaid overtime wage compensation, unpaid meal period and rest period premium payments, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to furnish accurate itemized wage statements, and failure to pay all wages due to discharged and quitting employees;

2. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

3. For actual and/or statutory damages and/or penalties according to proof including, but not limited to, all penalties authorized by the California Labor Code §§ 203 and 226(e);

4. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

5. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699(g)(1), 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

6. For an accounting of all monies due to PLAINTIFF and CLASS MEMBERS arising from DEFENDANTS' unfair and unlawful business practices;

7. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits arising from DEFENDANTS' unfair and unlawful business practices;

8. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;

9. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action as a class action;

10. For an order appointing PLAINTIFF as class representative and PLAINTIFF's counsel as

1 class counsel;

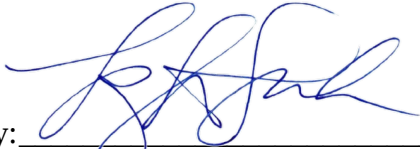
2 11. Subject to PLAINTIFF's forthcoming amended to the instant Complaint to add a cause of
3 action under PAGA, if at all, for all PAGA civil penalties and other recoveries according to proof
4 including, but not limited to, the amount of any all civil penalties or other amounts authorized by
5 California Labor Code §§ 210, 226(f), 226.3, 558(a), 1102.5(f), 1174.5, 1197.1, and 2699, and IWC
6 Wage Order No. 4-2001, § 20 or other applicable IWC Wage Orders or any other applicable civil
7 penalty provisions authorized under California laws; and

8 12. For such further relief that the Court may deem just and proper.

9 DATED: August 5, 2020

Respectfully submitted,

10 **THE KICK LAW FIRM, APC**

11
12
13 By: 

14 TARAS KICK
ROY K. SUH
DANIEL J. BASS

15 Attorneys for Plaintiff YAZMIN GONZALEZ
16 individually, and on behalf of others similarly
situated

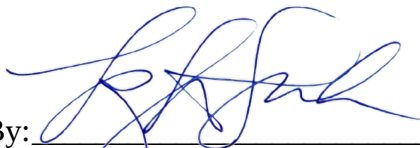
17 **DEMAND FOR JURY TRIAL**

18 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

19 DATED: August 5, 2020

Respectfully submitted,

20 **THE KICK LAW FIRM, APC**

21
22
23 By: 

24 TARAS KICK
ROY K. SUH
DANIEL J. BASS

25 Attorneys for Plaintiff YAZMIN GONZALEZ
26 individually, and on behalf of others similarly
situated