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Superior Court of California
County of Los Angeles

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SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GLORIA RAMOS, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

TAGTIME, INC., a California corporation,
and DOES 1-50, inclusive,

Case No.:

21STCP00903

Assigned for all purposes to:

CLASS ACTION CLAIMS

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY OVERTIME WAGES (CAL. LAB. CODE SECTION 1194; IWC WAGE ORDERS 1, 4, 7, AND 9, SECTION 3);**
2. **CLAIM FOR FAILURE TO PAY TIMELY WAGES (LAB. CODE § 210)**
3. **CLAIM FOR FAILURE TO UNLAWFULLY RECEIVE WAGES (LAB. CODE § 221)**
4. **CLAIM FOR FAILURE TO PROVIDE MEAL BREAKS (IWC WAGE ORDERS 1, 4, 7, AND 9, SECTION 11)**
5. **CLAIM FOR FAILURE TO PROVIDE REST PERIODS (IWC WAGE ORDERS 1, 4, 7, AND 9, SECTION 12)**
6. **CLAIM FOR FAILURE TO PROVIDE AND MAINTAIN ACCURATE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS (LAB. CODE § 226(a))**
7. **CLAIM FOR FAILURE TO PAY TIMELY WAGES UPON**

TERMINATION (LAB. CODE § 203)

- 8. UNLAWFUL BUSINESS PRACTICES UNDER (BUS. AND PROF. CODE, § 17200, ET SEQ.)**
- 9. VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (CAL LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Gloria Ramos (“Plaintiff” or “Ms. Ramos”) makes the following allegations
2 against Defendant Tagtime, Inc. (referred to herein as “TTI”) and (collectively referred to
3 herein as “Defendant” or “Defendants”):

4 **INTRODUCTION**

5 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
6 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
7 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
8 this complaint through the date of signed order certifying the class in this action.

9 2. Defendants violated California law by preventing Class Members and Subclass
10 Members from providing lawful minimum wages, overtime wages, rest breaks, meal breaks
11 and accurate itemized wage statements.

12 3. In this action, Plaintiff, on behalf of itself and all Class Members and Subclass
13 Members seek unpaid minimum wages, overtime wages, premium wages for missed meal
14 breaks, rest breaks, wages, inaccurate itemized wage statements. Statutory penalties,
15 restitution, declaratory and injunctive relief, attorneys’ fees and costs, prejudgment interest and
16 other relief under California Industrial Welfare Commission (I.W.C.) Wage Order 1-2001, 8
17 Cal. Code of Reg. section 11050 (“Wage Order 1-2001”), Wage Order 4-2001, 8 Cal. Code of
18 Reg. section 11050 (“Wage Order 4-2001”), , Wage Order 7-2001, 8 Cal. Code of Reg.
19 section 11050 (“Wage Order 7-2001”), Wage Order 9-2001, 8 Cal. Code of Reg. section
20 11050 (“Wage Order 9-2001”), Wage Order 12-2001, 8 Cal. Code of Reg. section 11050
21 (“Wage Order 12-2001”), and California Labor Code (Labor Code”) sections 203, 210, 221,
22 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, California Code of Civil Procedure
23 section 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
24 California common law.

25 4. The “Class Period” is designated as the time from four years from the date of filing tis
26 Complaint through the date of signed order certifying the class in this action through the trial
27 of this action based upon the allegation that the violations of the Labor Code and UCL, as
28

described more fully below, have been ongoing since at least four years prior to the date of the instant Complaint in this action and are continuing.

5. During the Class Period, Defendants had a consistent policy and/or practice of failing to provide (1) Plaintiff, Class and Subclass Members with adequate off-duty meal periods at least one half hour every five hours worked; (2) Plaintiff, Class and Subclass Members failing to provide them with adequate legally compliant duty free rest periods of ten minutes every four hours worked or a majority fraction thereof; (3) Plaintiff, Class and Subclass Members with minimum wage or overtime compensation for all hours worked and subject to the Defendants control; (4) Plaintiff, Class and Subclass Members with entitled wages on a timely basis each pay period and end of employment; and (5) knowingly and intentionally failing to furnish timely itemized statements accurately showing the total hours worked by or hourly rate paid to Plaintiff, Class Members and Subclass Members.

6. During the Class Period, Defendants failed to provide Class Members and Subclass Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a day worked as required by Labor Code sections section 226.7, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 9-2001, Wage Order No. 12-2001.

7. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4) hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 9-2001, Wage Order No. 12-2001.

8. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with all minimum wages and overtime wages for all hours worked and/or subject to Defendants control as required by Labor Code sections 210, 221, 510, 1194, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 9-2001, Wage Order No. 12-2001.

1 9. During the Class Period, Defendants have failed to provide Class Members and
2 Subclass Members with accurate itemized wage statements as required by Labor Code section
3 226 (a) and 226.3.

4 10. Accordingly, Defendants violated UCL, with the violations of the California wage and
5 hour laws described above.

6 11. During the Class Period, Defendants have failed to provide Class Members and
7 Subclass Members with all wages upon termination as required by Labor Code sections 201,
8 202, 203, and 204.

9 12. During the Class Period, Defendants have failed to provide Class Members and
10 Subclass Members with all wages for all hours worked as required by Labor Code sections 510
11 and 1194 and applicable Wage Orders.

12 13. Accordingly, Defendants violated UCL, with the violations of the California wage and
13 hour laws described above.

14 **GENERAL ALLEGATIONS**

15 **Parties and Venue.**

16 14. Plaintiff Ms. Ramos is, and at all relevant times was, a citizen and resident in the County
17 of Los Angeles in the State of California.

18 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
19 Defendant Tag Time, Inc. (“TTI” “Defendant” or “Defendants”) is a California corporation
20 doing business in the State of California with a principal place of business located at 4601
21 District Boulevard ,Vernon, CA 90058.

22 16. In light of the facts that the wrongful acts of this defendant occurred and the causes
23 against them arose in Los Angeles County, State of California, jurisdiction and venue is proper
24 in Los Angeles County Superior Court.

25 **Doe Allegations.**

26 17. Plaintiff does not presently know the true names and capacities of defendant named as
27 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
28 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are

1 informed and believes and on that basis alleges that each of the fictitious defendants have
2 participated in the acts alleged in this complaint to have been done by the named defendants.

3 **Vicarious Liability.**

4 18. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
5 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
6 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
7 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
8 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
9 wrongful activities of each of the remaining defendants.

10 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

11 19. Plaintiff worked as a non-exempt employee at Defendants. Defendant is in the business
12 of sales, support, manufacturing and development label company.

13 **Defendants Did Not Compensate Employees for Work Time or at End of Employment**

14 20. Defendants had a policy, practice and pattern of failing to compensate employees for all
15 hours worked, including hours that were not properly paid as overtime and minimum wages to
16 Plaintiff, Class and Subclass Members as a result of failing to pay them for their actual overtime
17 rates and instead regular rates. These wages amounted overtime wages that were never paid
18 during employment or at the end of employment.

19 21. Plaintiff is informed and on that basis believes that all other Class and Subclass Members
20 of Defendants were under the same circumstances and conditions of employment as them.
21 Specifically, all other similarly situated employees were subjected to incorrect overtime rates and
22 instead paid at the regular rate.

23
24 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

25 22. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
26 work shifts, Plaintiff would be required to do many work duty tasks revolving around servicing
27 clients and performing tasks as assigned. During these shifts it would be very busy where they
28 would not be authorized or permitted to take all of their legally compliant entitled uninterrupted

1 10-minute rest breaks each four hours or majority fraction thereof or a 30 minute uninterrupted
2 meal break every five hours at a reasonably practicable time during their shifts when they
3 worked more than a six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern
4 or practice of requiring or pressuring its employees to take late, short, interrupted, or no 10-
5 minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants
6 would not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted
7 meal breaks or rest periods throughout their employment nor were they paid all of premium
8 wages for the missed, short, late, on-premises or interrupted meal breaks and rest periods that
9 should have been paid.

10 23. Plaintiff is informed and on that basis believes that all other similarly situated employees
11 of Defendants were under the same circumstances and conditions of employment as them.
12 Specifically, all other similarly situated employees were not authorized or permitted to take all of
13 their legally compliant entitled uninterrupted 10-minute rest breaks each four hours or a 30-
14 minute uninterrupted meal break every five hours at a reasonably practicable time during their
15 shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern
16 or practice of requiring or pressuring its employees to take late, short, interrupted or no 10-
17 minute rest breaks or 30-minute meal breaks at a reasonably practicable time. Defendants would
18 not compensate the other employees for all of their missed, short, late or interrupted meal breaks
19 or rest periods throughout their employment nor were they paid all of its premium wages for the
20 missed, short, late or interrupted meal breaks and rest periods that should have been paid.
21 Defendants would not compensate the other employees for all of their missed, short, on-
22 premises, late or interrupted meal breaks or rest periods throughout their employment nor were
23 they paid all of their premium wages for the missed, short, late or interrupted meal breaks and
24 rest periods that should have been paid.

25 **Defendants Provided Inaccurate Wage Statements**

26 24. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
27 their applicable total hours worked, net wages earned, gross wages earned, and actual applicable
28 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1--9.

1 Due to the fact that Defendants either did not provide any paystubs or excluded the hours worth
2 of work, gross and net wages earned that should have been reflected on their paystubs for off-
3 the-clock work time and work during meal and rest periods or on-call meal or rest breaks.
4 Therefore, their paystubs did not accurately reflect the total hours worked, net wages earned,
5 gross wages earned, accurately depict deductions that should have been taken out and actual
6 applicable wage rate corresponding with the total hours worked.

7 25. Plaintiff is informed and on that basis believes that the Class, Subclass and all other
8 similarly situated employees of Defendants were under the same circumstances and conditions of
9 employment as them. Specifically, all other similarly situated employees were not provided with
10 accurate itemized wages statements and received paystubs that did not reflect their applicable
11 total hours worked, gross wages earned, net wages earned, depict deductions, and actual
12 applicable wage rates corresponding with the total hours worked by virtue of excluding hourly
13 rate and hours worth of work on their paystubs or the actual applicable wage rate corresponding
14 with the total hours worked.

15 **CLASS ACTION ALLEGATIONS**

16 26. This action is maintainable as a representative action pursuant to California Code of Civil
17 Procedure section 382 as to violations of Wage Order 1-2001, Wage Order 4-2001, Wage Order
18 7-2001, Wage Order 9-2001 Wage Order 12-2001 applicable California Labor Code and UCL,
19 minimum wage violations, overtime wage violations, failure to pay violations, meal and rest
20 break violations, failure to furnish timely, itemized wage statements, and attorneys' fees and
21 costs. Plaintiff is a representative of other Class Members and Subclass Members and is acting
22 on behalf of their interests. The similarly situated employees are known to Defendants and are
23 readily identifiable and locatable through Defendants own employment records. The Class that
24 Plaintiff seeks to represent is defined as follows:

25
26 All individuals in California who worked for Defendants as nonexempt
27 employees at any time from four years of the date of the filing of this Complaint
28 through the date of signed order certifying the class.

1 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

2 All individuals in California who worked for Defendants as nonexempt
3 employees at any time from three years of the date of the filing of this Complaint
4 through the date of signed order certifying the class.

5 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

6 All individuals in California who worked for Defendants as nonexempt
7 employees at any time from one year of the date of the filing of this Complaint
8 through the date of signed order certifying the class.

9 The Subclass 3 that Plaintiff seek to represent is defined as follows:

10 All individuals in California who worked for Defendants as nonexempt
11 employees whom were issued wage statements that failed to comply with
12 California Labor Code section 226(a) at any time from one year of the date of the
13 filing of this Complaint through the date of signed order certifying the class.

14 The Subclass 4 that Plaintiff seek to represent is defined as follows:

15 All individuals in California whom worked for Defendants as nonexempt
16 employees at any time from four years of the date of the filing of this Complaint
17 through the date of signed order certifying the class that worked any shift more
18 than 5 hours but less than 6 hours and did not receive a legally compliant thirty-
19 minute uninterrupted first meal break and not paid a premium wage.

20 The Subclass 5 that Plaintiff seek to represent is defined as follows:

21 All individuals in California whom worked for Defendants as nonexempt
22 employees at any time from four years of the date of the filing of this Complaint
23 through the date of signed order certifying the class that worked any shift more
24 than 6 hours and did not receive a legally compliant thirty-minute uninterrupted
25 first meal break and not paid a premium wage.

26 The Subclass 6 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom worked for Defendants as nonexempt
28 employees at any time from four years of the date of the filing of this Complaint
through the date of signed order certifying the class that worked any shift more
than 10 hours and did not receive a legally compliant thirty-minute uninterrupted
second meal break and not paid a premium wage.

1 The Subclass 7 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked for Defendants as nonexempt
3 employees at any time from four years of the date of the filing of this Complaint
4 through the date of signed order certifying the class that worked any shift more
5 than 3 and a half hours and did not receive a legally compliant ten-minute
uninterrupted first rest break and not paid a premium wage.

6 The Subclass 8 that Plaintiff seek to represent is defined as follows:

7 All individuals in California whom worked for Defendants as nonexempt
8 employees at any time from four years of the date of the filing of this Complaint
9 through the date of signed order certifying the class that worked any shift more
10 than 6 hours and did not receive a legally compliant second ten-minute
uninterrupted second rest break and not paid a premium wage.

11 The Subclass 9 that Plaintiff seek to represent is defined as follows:

12 All individuals in California whom worked for Defendants as nonexempt
13 employees and subjected to a practice or policy resulting in them working off-the-
14 clock and not paid for all entitled minimum hours worked at any time from four
15 years of the date of the filing of this Complaint through the date of signed order
certifying the class.

16 The Subclass 10 that Plaintiff seek to represent is defined as follows:

17 All individuals in California whom worked for Defendants as nonexempt
18 employees and subjected to a practice or policy resulting in them working not
19 paid for all entitled overtime hours at the correct overtime rates worked at any
20 time from four years of the date of the filing of this Complaint through the date of
signed order certifying the class.

21 The Subclass 11 that Plaintiff seek to represent is defined as follows:

22 All individuals in California whom worked for Defendants as nonexempt
23 employees and not timely paid all entitled wages from four years of the date of
the filing of this Complaint through the date of signed order certifying the class.

24 The Subclass 12 that Plaintiff seek to represent is defined as follows:

25 All individuals in California whom worked for Defendants as nonexempt
26 employees and not timely paid all entitled wages from three years of the date of
27 the filing of this Complaint through the date of signed order certifying the class.

28 The Subclass 13 that Plaintiff seeks to represent is defined as follows:

1 All individuals in California who worked for Defendants as nonexempt
2 employees at any time from four years of the date of the filing of this Complaint
3 through the date of signed order certifying the class and not paid all wages due
4 upon termination, separation of employment or resignation.

5 27. The individuals included within the alleged Class and Subclass are over one hundred
6 (100) and is so numerous that joinder of each of them would be impracticable, and the
7 disposition of their claims in a class action, rather than in numerous individual actions, will
8 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 13
9 shall be collectively referred to herein as “Subclass”.

10 28. Among the proposed Class and Subclass there is a well-defined community of interest in
11 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
12 These common questions include, but are not limited to:

- 13 a. Whether Defendants failure to compensate overtime wages to all Class Members and
14 Subclass Members for all hours worked violates Labor Code sections 210, 221, 510,
15 1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order
16 9-2001; Wage Order 12-2001;
- 17 b. Whether Defendants failure to pay all Class Members and Subclass Members for all
18 wages upon termination, resignation or end of employment violates Labor Code
19 sections 201, 202, and 203;
- 20 c. Whether Defendants failure to provide meal periods to Class Members and Subclass
21 Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage
22 Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001;
- 23 d. Whether Defendants failure to provide meal periods to Class Members and Subclass
24 Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage
25 Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001;

- 1 e. Whether Defendants failure to provide rest periods to Class Members and Subclass
2 Members violates Labor Code section 226.7 and Wage Order 1-2001; Wage Order 4-
3 2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001;
4 f. Whether Defendants failure to keep accurate payroll records of daily hours worked
5 violates Labor Code section 1174;
6 g. Whether Defendants' failure to provide Class Members and Subclass Members with
7 itemized statements of wages and hours worked violates Labor Code section 226;
8 h. Whether Defendants various violations of the Labor Code serve as predicate
9 violations of the UCL.

10 29. Common questions of law and/or fact predominate over questions that affect only
11 individual Class Members and Subclass Members.

12 30. Plaintiff claims are typical of those belonging to the members of the Class and Subclass
13 they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to
14 represent.

15 **FIRST CAUSE OF ACTION**

16 **(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 1,
17 4, 7, 9, 12 Section 3, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-
50)**

18 31. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
19 and below by reference as though set forth in full in this cause of action.

20 32. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

21 33. Defendants were required to compensate Plaintiff for all hours worked pursuant to
22 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
23 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3, Wage Order
24 12-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members
25 are entitled to overtime wages and civil penalties as a consequence of this failure.

26 34. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
27 all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and
28 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order

1 7-2001; Wage Order 9-2001 Section 3, Wage Order 12-2001 Section 3. It failed to do so.

2 Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as
3 a consequence of this failure.

4 35. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
5 Subclass Members have suffered and continues to suffer substantial losses related to the use and
6 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
7 in seeking to compel Defendants to fully perform its obligation under state law, all to their
8 respective damage in amounts according to proof at trial and within the jurisdictional limitations
9 of this Court.

10 36. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages
11 available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 1-2001;
12 Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3, Wage Order 12-2001
13 Section 3, and an award of reasonable attorney's fees and costs. The exact amount of the
14 applicable penalties is an amount to be shown according to proof at trial.

15 **SECOND CAUSE OF ACTION**

16 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff,
Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

17 37. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
18 above and below by reference as though set forth in full in this cause of action.

19 38. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
20 employee.

21 39. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

22 40. Defendant failed to pay Plaintiffs, Class Members and Subclass Members vacation wages
23 as required by California Labor Code section 210. As a result, Defendant's are liable to
24 Plaintiffs, Class Members and Subclass Members, plus reasonable attorney's fees and costs of
25 suit.

26 41. Plaintiffs, on behalf of itself, Class Members and Subclass Members, also request relief
27 as described below.
28

42. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

THIRD CAUSE OF ACTION

(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 221 by Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)

43. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

44. Pursuant to Labor Code section 210, it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

45. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

46. Defendant failed to pay Plaintiffs, Class Members and Subclass Members their entitled vacation wages. As a result, Defendants are liable to former employee Plaintiffs, Class Members and Subclass Members wages, plus reasonable attorney's fees and costs of suit.

47. Plaintiff, on behalf of itself and Class Members, Subclass Members, also request relief as described below.

48. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

FOURTH CAUSE OF ACTION

(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 1, 4, 7, 9, 12, Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

49. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

50. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

51. Defendants were required to authorize and permit Plaintiff and Class Members and Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001, Wage Order 12-2001 Section 11(A) and Labor Code sections 226.7 and 512. Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to premium wages and civil penalties as a consequence of this failure.

52. Defendants were required to pay the Plaintiff, Class Members and Subclass Member employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7, and 512, Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

53. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

54. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages available pursuant to the Labor Code, Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001, Wage Order 12-2001 and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

FIFTH CAUSE OF ACTION

(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 1, 4, 7, 9, 12, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

55. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

56. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

57. Defendants were required to authorize and permit employees to take uninterrupted rest periods pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 12(A) and Labor Code sections 226.7 and 512. It failed to do so by not allowing such uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

58. Defendants were required to pay the employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant rest period is not provided, pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 12(B). Defendants failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil penalties as a consequence of this failure.

59. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

60. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass Members seek all civil penalties and owed wages available pursuant to the Labor Code and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001, Wage Order 12-2001 and an award of reasonable attorney's fees and costs.

SIXTH CAUSE OF ACTION

(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

61. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

62. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

63. Labor Code section 226(a) requires An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
2 which the employee is paid, (7) the name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security
4 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
5 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
6 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each hourly rate by the
8 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
9 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
10 assignment. The applicable Wage Order provides: “Every employer shall semimonthly or at the
11 time of each payment of wages furnish each employee, either as a detachable part of the check,
12 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
13 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
14 (3) the name of the employee or the employee's social security number; and (4) the name of the
15 employer, provided all deductions made on written orders of the employee may be aggregated
16 and shown as one item.”

17 64. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
18 Subclass Members with timely and accurate wage and hour statements showing gross wages
19 earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in
20 effect during each pay period, and the corresponding number of hours worked at each hourly rate
21 by them and Class Members and Subclass Members.

22 65. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
23 intentional failure to provide them with accurate the wage and hour statements required by law,
24 which injury shall exceed the jurisdictional minimums of the superior court.
25
26
27
28

(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)

67. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits.

68. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

69. Defendant failed to pay Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code section 201 and 202. As a result, Defendant's are liable to former employee Class Members waiting time penalties provided under California Labor Code section 203, plus reasonable attorney's fees and costs of suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to compensate it for minim wages, overtime time and hours worked in violation of Labor Code section 203.

70. Plaintiff, on behalf of itself and Class Members, also request relief as described below.

71. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

**(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)
By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

73. Business & Professions Code section 17200 states “As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

1 74. Through Defendants' conduct during the applicable statutory period including, but not
2 limited to, the conduct alleged herein, including that alleged on information and belief, the
3 defendant has engaged in business practices in California by practicing, employing, and utilizing,
4 the employment practices outlined in the preceding paragraphs all in violation of California law
5 and the applicable Industrial Welfare Commission Wage Order. Defendants' use of such
6 practices constitutes an unfair business practice, unfair competition, and provides an unfair
7 advantage over Defendants' competitors doing business in the State of California that comply
8 with their obligations to properly provide employment conditions in compliance with the law and
9 pay employees for all earned wages and compensation as required by law.

10 75. Defendants' violations of the California Civil Code, Labor Code and the applicable Wage
11 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
12 practices because these actions were done in a systematic manner over a period of time to the
13 detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years
14 preceding the filing of this complaint and include, but are not limited to, failure to (i) include the
15 gross wages earned, total hours worked, net wages earned and applicable hourly rates into the
16 employee paystubs to allow them to ascertain the hourly rate in which they could expect to be
17 paid; (ii) maintain accurate records and provide and maintain accurate itemized wage statements
18 reflecting the amount of hours worked and applicable hourly rates; (iii) failure to pay timely
19 wages upon end of employment; (iv) failure to pay timely wages each pay period; (v) failure to
20 pay for off-the-clock work; (vi) failure to provide all legally compliant meal and rest breaks.
21 Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned,
22 Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair business
23 practices prohibited by California Business and Professions Code sections 17200 et seq.,
24 including those set forth in the preceding paragraph, thereby depriving Plaintiff of the minimum
25 working condition standards and conditions due, including those under Labor Code and Wage
26 Order.

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

Members, Subclass Members are entitled have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

77. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class Members, Subclass Members are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

78. Plaintiff, Class Members, Subclass Members are entitled to an injunction and other declaratory and equitable relief against such practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

79. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants is not enjoined from the conduct set forth in this Complaint, they will continue to fail to pay the wage and compensation required to be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

80. As a direct and proximate result of Defendants conduct, Defendants have received and will continue to receive monies that rightfully belong to members of the general public who have been adversely affected by Defendants conduct, as well as to Plaintiff, Class Members, Subclass Members by virtue of any unpaid wages and other monies or penalties associated therewith.

81. Plaintiff is entitled and seeks any and all available remedies including but not limited to restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

NINTH CAUSE OF ACTION

**(For Violation of the Labor Code Private Attorneys General Act)
(Labor Code §§ 2698, et seq. By Plaintiffs Against All Defendants and DOES 1-50)**

82. Plaintiffs hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

83. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

84. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

85. Defendants’ conduct violates numerous Labor Code sections including, but not limited to the following:

- (a) Violation of Labor Code §§ 510, 1194 and Wage Orders 1, 4, 7, 9, Section 3 for Defendants failure to provide Plaintiff and other aggrieved employees all overtime wages for hours worked;
- (b) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Orders 1, 4, 7, 9, Section 11, for Defendants failure to provide Plaintiff and other aggrieved employees all required legally compliant meal periods, and Defendants’ failure to provide Plaintiff and other aggrieved employees with one hour of pay of Plaintiff and other aggrieved employees’ regular rate of compensation for each meal period that was not provided, as herein alleged;
- (c) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Orders 1, 4, 7, 9, Section 7 for failure to maintain records and provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- (d) Violation of Labor Code § 210 for failure to pay timely wages to Plaintiff and other aggrieved employees as herein alleged;
- (e) Violation of Labor Code § 221 for unlawfully receive wages;

(f) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon termination, resignation or end of employment as a result of failing to pay overtime wages for all hours worked.

86. Further, Labor Code § 558(a) provides “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

87. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had or ore more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

88. On August 26, 2020, Plaintiff sent Defendants by certified mail notice of the facts and theories of its Labor Code violations. Plaintiffs submitted this notice to the Labor Workforce Development Agency via online along with a payment of \$75.00. Plaintiff’s statute of limitations to file a Private Attorney General Act claim was tolled pending the 65 calendar day exhaustion period. (See Cal. Lab. Code § 2699.3(d). Plaintiffs have therefore exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

89. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated the Labor Code.

1 90. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other
2 aggrieved employees is entitled to recover civil penalties against Defendants for violations of the
3 Labor Code sections cited above.

4 91. The California Supreme Court has held that a representative action does not need to meet
5 the class certification requirements because it is strictly a state enforcement action. *Arias v.*
6 *Superior Court*, 46 Cal.4th 969, 970-75 (2009).

7 92. Defendants' conduct as alleged herein, has been and continues to be unfair, unlawful
8 and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights
9 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
13 Subclass, prays for judgment against Defendants as follows:

- 14 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
15 Section 382, on behalf of the proposed class;
- 16 B. Class notice to all Class Members and Subclass Members in California who worked
17 for Defendants from four years prior to the filing of the original Complaint through
18 the trial of this action;
- 19 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 20 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 21 E. The Court declare Defendants policies and/or practices of failing to provide overtime
22 wages violates California Labor Code sections, 210, 221, 512 and 1194 and Wage
23 Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage
24 Order 12-2001 Section 3 by failing to provide the Class Members, Subclass Members
25 and Aggrieved Employees with overtime wages for all hours worked;
- 26 F. The Court declare Defendants policies and/or practices of failing to provide meal
27 periods violates California Labor Code section 226.7, and 512 and Wage Order 1-
28 2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order

12-2001 Section 11(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with meal periods of at least one-half hour in which they were relieved of all duties for every five hours of work;

G. The Court declare Defendants policies and/or practices of failing to provide rest periods violates California Labor Code section 226.7 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001 Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;

H. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226; and

I. The Court declare Defendants policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5.

First Causes of Action:

1. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code sections 510 and 1194.

2. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

3. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 510 and 1194 and/or other applicable law.

Second Causes of Action:

4. For an award of damages to Plaintiffs and the Class Members and Subclass Members pursuant to Labor Code section 210.

1 5. The exact amount of the applicable damages is an amount to be shown according to proof at
2 trial and within the jurisdictional limits of the Court.

3 6. An award to Class and Subclass Representative Plaintiff, and the Class Members and
4 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
5 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

6
7 **Third Causes of Action:**

8 7. For an award of damages to Plaintiffs and the Class Members and Subclass Members
9 pursuant to Labor Code section 221.

10 8. The exact amount of the applicable damages is an amount to be shown according to proof at
11 trial and within the jurisdictional limits of the Court.

12 9. An award to Class and Subclass Representative Plaintiff, and the Class Members and
13 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
14 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

15
16 **Fourth Causes of Action:**

17 10. For an award of damages to Plaintiff and the Class Members and Subclass Members
18 pursuant to Labor Code section 226.7 (c).

19 11. The exact amount of the applicable damages is an amount to be shown according to proof at
20 trial and within the jurisdictional limits of the Court.

21 12. An award to Class and Subclass Representative Plaintiff, and the Class Members and
22 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
23 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

24
25 **Fifth Causes of Action:**

26 13. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
27 Labor Code section 226.7 (c).

28 14. The exact amount of the applicable damages is an amount to be shown according to proof at

1 trial and within the jurisdictional limits of the Court.

2 15. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
3 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
4 1021.5, California 226, 226.7 and/or other applicable law.

5
6 **Sixth Causes of Action:**

7 16. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
8 to Labor Code section 226.

9 17. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
10 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
11 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
12 applicable damages is an amount to be shown according to proof at trial and within the
13 jurisdictional limits of the Court.

14 18. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

15
16 **Seventh Causes of Action:**

17 19. For an award for the Plaintiff and Class Members for owed wages and penalties,
18 plus interest pursuant to Labor Code section 203.

19 20. The exact amount of the applicable damages is an amount to be shown according to proof at
20 trial and within the jurisdictional limits of the Court.

21 21. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

22 22. California Code of Civil Procedure 1021.5.

23
24 **Eighth Causes of Action:**

25 24. For a temporary restraining order, a preliminary injunction, and a permanent injunction
26 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
27 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
28 business practices described in Paragraphs 72 through 81 above;

1 25. For restitution, lost wages and penalties therewith;
2 26. For pre-judgment and post-judgment interest to the extent permitted by law;
3 27. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
4 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
5 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
6 28. For such other relief as the Court deems just and proper.

7
8 **Ninth Cause of Action:**

9 29. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to
10 Labor Code §§ 2698, et seq.;

11 30. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
12 pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and

13 31. For such relief as the Court deems just and proper.
14

15 **As to All Causes of Action:**

16 29. For reasonable attorneys' fees and costs incurred

17 30. Interest accrued to date under the California Labor Code, including under Sections 226.7;

18 31. For such other and further relief as this Court may deem just and proper.
19

20 Dated: March 19, 2021

Jackson Law, APC

21
22 By:/s/ Armond M. Jackson
23 Armond M. Jackson
24 Attorneys for Plaintiff Gloria Ramos
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