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SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

ANNA COTE, an individual, on behalf of
herself and all others similarly situated,

PLAINTIFF,

v.

THE ZISLIS GROUP, INC.; ROCK AND
BREWS HOLDINGS, INC.; MICHAEL
ZISLIS; ADAM GOLDBERG; and DOES 1-
100, inclusive,

DEFENDANTS.

Case No.: **20STCV42569**

COMPLAINT FOR

CLASS ACTION

- (1) FAILURE TO PROVIDE MEAL BREAKS
- (2) FAILURE TO PROVIDE REST BREAKS
- (3) FAILURE TO PAY MINIMUM WAGE
- (4) LIQUIDATED DAMAGES
- (5) FAILURE TO PAY STRAIGHT-TIME WAGES
- (6) FAILURE TO PAY OVERTIME WAGES
- (7) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND TO KEEP PROPER PAYROLL RECORDS
- (8) WILLFUL FAILURE TO PAY FINAL WAGES
- (9) UNFAIR COMPETITION

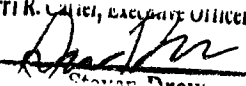
PAGA ACTION

- (10) PRIVATE ATTORNEYS GENERAL ACT VIOLATIONS (Labor Code §§ 2698 *et seq.*)

DEMAND FOR JURY TRIAL

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 06 2020

Sherri K. Carter, Executive Officer/Clerk of Court
By , Deputy
Sherri K. Carter

BY FAX

1 Plaintiff Anna Cote (“Plaintiff”) alleges on behalf of herself and all others similarly
2 situated, the State of California, and all other aggrieved employees as follows:

3 **SUMMARY OF CLAIMS**

4 1. Plaintiff was employed by The Zislis Group, Inc., Rock and Brews Holdings,
5 Inc., Michael Zislis, and Adam Goldberg (collectively “Defendants”) at Defendants’ Rock &
6 Brews restaurant in El Segundo, California from approximately 2014 until March 2020. She
7 brings this action as a class action on behalf of herself and all others similarly situated (“the
8 Class”) and as a PAGA action on behalf of the State of California, herself, and all other aggrieved
9 employees employed by Defendants anywhere in California (“Employees”).

10 2. Plaintiff alleges that Defendants violated and continue to violate the California
11 Labor Code and Wage Order protections applicable to herself and Employees, including:

12 (a) Defendants’ policy and practice of failing to provide Plaintiff, the Class,
13 and Employees with 30-minute, uninterrupted meal breaks when they worked more than 5 hours
14 per day, and Defendants’ failure to then pay Plaintiff, the Class, and Employees an extra hour of
15 wages for each day in which Defendants failed to provide them with a legally-compliant meal
16 break;

17 (b) Defendants’ policy and practice of failing to provide Plaintiff, the Class,
18 and Employees with 10-minute rest breaks for each 4 hours of work per day, including when they
19 worked more than 3 ½ hours, when Defendants failed to authorize and permit Plaintiff, the Class,
20 and Employees to take 10-minute, uninterrupted rest breaks, and Defendants’ failure to then pay
21 Plaintiff, the Class, and Employees an extra hour of wages for each day in which Defendants
22 failed to provide them with a legally-compliant rest break;

23 (c) Defendants’ policy and practice of failing to compensate Plaintiff, the
24 Class, and Employees for all hours worked, including when Plaintiff, the Class, and Employees
25 clocked out from work at the end of their shifts and Defendants then required, directed, suffered,
26 and/or permitted Plaintiff, the Class, and Employees to work off-the-clock;

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1 (d) Defendants' policy and practice of failing to provide Plaintiff, the Class,
2 and Employees with complete and accurate itemized wage statements and to keep proper payroll
3 records;

4 (e) Defendants' policy and practice of failing to pay all wages due to Plaintiff,
5 the Class, and Employees each pay period during Defendants' employment of them;

6 (f) Defendants' policy and practice of failing to pay Plaintiff, the Class and
7 Employees all wages due at the time of discharge, termination or departure and for willfully
8 failing to pay all wages due; and

9 (g) Defendants' policy and practice of violating California Business and
10 Professions Code §§ 17200, *et seq.*, for engaging in unlawful, unfair, or deceptive business acts or
11 practices.

12 3. Plaintiff brings her claims under the California Labor Code; Industrial Welfare
13 Commission, Order No. 5-2001, Regulating Wages, Hours and Working Conditions in the Public
14 Housekeeping Industry ("Wage Order 5"); and the California Unfair Competition Law, Business
15 and Professions Code §§ 17200, *et seq.*, ("UCL") on behalf of herself and the Class members who
16 worked for Defendants in California through the date of the final disposition of this action.

17 4. Due to Defendants' violations of the California Labor Code as to Plaintiff and
18 Defendants' other employees, they are aggrieved employees of Defendants pursuant to the Private
19 Attorneys General Act, Labor Code §§ 2698 *et seq.*, ("PAGA"). Plaintiff thus also brings this
20 action on behalf of the State of California, herself, and Employees for civil penalties for
21 violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6, 226.7, 510, 512, 558,
22 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Wage Order 5.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over all causes of action asserted herein, including
25 pursuant to the California Constitution, Article VI, § 10, California Code of Civil Procedure §
26 410.10, and Business and Professions Code §§ 17200 *et seq.*

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6. The Court has personal jurisdiction over this matter because each Defendant conducts substantial business activity in California and engages in the unlawful acts described herein in California.

7. Venue is proper in this county under California Code of Civil Procedure § 395.5 because Defendants' principal place of business is in this county, Plaintiff worked for Defendants in this county, and a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this county.

8. A prior case against a different entity, Rock & Brews LLC, was asserted by a different former employee at the Rock & Brews restaurant in El Segundo. That case, *Patterson v. Rock & Brews, LLC*, Case No. BC 551195, Los Angeles Superior Court (“*Patterson*”), asserted PAGA violations predicated on meal and rest break violations and claims of meal and rest break violations and was certified as a class action for meal break violations and derivative claims. *Patterson* was scheduled to go to trial in June 2020. The *Patterson* trial was continued because of the COVID-19 pandemic, and then on May 12, 2020, the *Patterson* defendant, Rock & Brews LLC, declared Chapter 7 bankruptcy, thus staying the *Patterson* case. The defendants here in *Cote* were not defendants in *Patterson* but some of the claims asserted against the *Cote* defendants here were asserted against Rock & Brews LLC in *Patterson* and are based on some of the same underlying facts as in *Patterson*. The *Cote* defendants are liable as described herein. While the parties in *Cote* and *Patterson* are different, the cases are related and a Notice of Related Cases will be filed shortly.

THE PARTIES

Plaintiff Anna Cote

9. Plaintiff Anna Cote is a natural person residing in California. She was employed by Defendants at their Rock & Brews restaurant in El Segundo, California from approximately 2014 to March 2020.

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1 **Defendants**

2 **The Zislis Group, Inc.**

3 10. Defendant The Zislis Group, Inc. is a California corporation registered with the
4 California Secretary of State and doing business in California.

5 11. The Zislis Group, Inc.'s principal place of business is California.

6 12. During all times relevant to this Complaint, The Zislis Group, Inc. solely and/or
7 jointly employed Plaintiff, the Class, and Employees in California, pursuant to the California
8 Labor Code and Wage Order 5.

9 13. During all times relevant to this Complaint, The Zislis Group, Inc. was a sole
10 and/or joint employer of Plaintiff, the Class, and Employees and/or other person acting on behalf
11 of an employer, including but not limited to the other Defendants, who violated, or caused to be
12 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
13 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.

14 14. During all times relevant to this Complaint, The Zislis Group, Inc. was a sole
15 and/or joint employer of Plaintiff, the Class, and Employees and/or was an owner, director,
16 officer, and/or managing agent of an employer, including but not limited to the other Defendants,
17 who violated or caused to be violated, provisions regulating minimum wages or hours and days of
18 work in an order of the Industrial Welfare Commission, and violated or caused to be violated
19 Labor Code sections 203, 226, 226.7 and 1194, pursuant to Labor Code section 558.1.

20 15. During all times relevant to this Complaint, The Zislis Group, Inc. was a sole
21 and/or joint employer or other person acting either individually or as an officer, agent, or
22 employee of another person, including but not limited to the other Defendants, who paid or
23 caused to be paid to any employee a wage less than the minimum fixed by an applicable state or
24 local law, or by an order of the commission, and who (a) required or caused any employee to
25 work for longer than those fixed, or under conditions of labor prohibited by an order of the
26 commission, (b) paid or caused to be paid to any employee a wage less than the minimum fixed
27 by an order of the commission, and/or (c) violated or refused or neglected to comply with any
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1 provision of Chapter 1 of the Labor Code or any order or ruling of the commission, pursuant to
2 Labor Code sections 1197.1 and 1199.

3 **Rock and Brews Holdings, Inc.**

4 16. Defendant Rock and Brews Holdings, Inc. is a Delaware corporation registered
5 with the California Secretary of State and doing business in California.

6 17. Rock and Brews Holdings, Inc.'s principal place of business is California.

7 18. During all times relevant to this Complaint, Rock and Brews Holdings, Inc. solely
8 and/or jointly employed Plaintiff, the Class, and Employees in California, pursuant to the
9 California Labor Code and Wage Order 5.

10 19. During all times relevant to this Complaint, Rock and Brews Holdings, Inc, Inc.
11 was a sole and/or joint employer of Plaintiff, the Class, and Employees and/or other person acting
12 on behalf of an employer, including but not limited to the other Defendants, who violated, or
13 caused to be violated, a section of Chapter 1 of the Labor Code or any provision regulating hours
14 and days of work in any order of the Industrial Welfare Commission, pursuant to Labor Code
15 section 558.

16 20. During all times relevant to this Complaint, Rock and Brews Holdings, Inc. was a
17 sole and/or joint employer of Plaintiff, the Class, and Employees and/or was an owner, director,
18 officer, and/or managing agent of an employer, including but not limited to the other Defendants,
19 who violated or caused to be violated, provisions regulating minimum wages or hours and days of
20 work in an order of the Industrial Welfare Commission, and violated or caused to be violated
21 Labor Code sections 203, 226, 226.7 and 1194, pursuant to Labor Code section 558.1.

22 21. During all times relevant to this Complaint, Rock and Brews Holdings, Inc. was a
23 sole and/or joint employer or other person acting either individually or as an officer, agent, or
24 employee of another person, including but not limited to the other Defendants, who paid or
25 caused to be paid to any employee a wage less than the minimum fixed by an applicable state or
26 local law, or by an order of the commission, and who (a) required or caused any employee to
27 work for longer than those fixed, or under conditions of labor prohibited by an order of the
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1 commission, (b) paid or caused to be paid to any employee a wage less than the minimum fixed
2 by an order of the commission, and/or (c) violated or refused or neglected to comply with any
3 provision of Chapter 1 of the Labor Code or any order or ruling of the commission, pursuant to
4 Labor Code sections 1197.1 and 1199.

5 **Michael Zislis**

6 22. Defendant Michael Zislis is a natural person residing in California.

7 23. During all times relevant to this Complaint, Mr. Zislis solely and/or jointly
8 employed Plaintiff, the Class, and Employees in California, pursuant to the California Labor
9 Code and Wage Order 5.

10 24. During all times relevant to this Complaint, Mr. Zislis was a sole and/or joint
11 employer of Plaintiff, the Class, and Employees and/or other person acting on behalf of an
12 employer, including but not limited to the other Defendants, who violated, or caused to be
13 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
14 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.

15 25. During all times relevant to this Complaint, Mr. Zislis was a sole and/or joint
16 employer of Plaintiff, the Class, and Employees and/or was an owner, director, officer, and/or
17 managing agent of an employer, including but not limited to the other Defendants, who violated
18 or caused to be violated, provisions regulating minimum wages or hours and days of work in an
19 order of the Industrial Welfare Commission, and violated or caused to be violated Labor Code
20 sections 203, 226, 226.7 and 1194, pursuant to Labor Code section 558.1.

21 26. During all times relevant to this Complaint, Mr. Zislis was a sole and/or joint
22 employer or other person acting either individually or as an officer, agent, or employee of another
23 person, including but not limited to the other Defendants, who paid or caused to be paid to any
24 employee a wage less than the minimum fixed by an applicable state or local law, or by an order
25 of the commission, and who (a) required or caused any employee to work for longer than those
26 fixed, or under conditions of labor prohibited by an order of the commission, (b) paid or caused to
27 be paid to any employee a wage less than the minimum fixed by an order of the commission,
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1 and/or (c) violated or refused or neglected to comply with any provision of Chapter 1 of the Labor
2 Code or any order or ruling of the commission, pursuant to Labor Code sections 1197.1 and 1199.

3 **Adam Goldberg**

4 27. Defendant Adam Goldberg is a natural person residing in California.

5 28. During all times relevant to this Complaint, Mr. Goldberg solely and/or jointly
6 employed Plaintiff, the Class, and Employees in California, pursuant to the California Labor
7 Code and Wage Order 5.

8 29. During all times relevant to this Complaint, Mr. Goldberg was a sole and/or joint
9 employer of Plaintiff, the Class, and Employees and/or other person acting on behalf of an
10 employer, including but not limited to the other Defendants, who violated, or caused to be
11 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
12 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.

13 30. During all times relevant to this Complaint, Mr. Goldberg was a sole and/or joint
14 employer of Plaintiff, the Class, and Employees and/or was an owner, director, officer, and/or
15 managing agent of an employer, including but not limited to the other Defendants, who violated
16 or caused to be violated, provisions regulating minimum wages or hours and days of work in an
17 order of the Industrial Welfare Commission, and violated or caused to be violated Labor Code
18 sections 203, 226, 226.7 and 1194, pursuant to Labor Code section 558.1.

19 31. During all times relevant to this Complaint, Mr. Goldberg was a sole and/or joint
20 employer or other person acting either individually or as an officer, agent, or employee of another
21 person, including but not limited to the other Defendants, who paid or caused to be paid to any
22 employee a wage less than the minimum fixed by an applicable state or local law, or by an order
23 of the commission, and who (a) required or caused any employee to work for longer than those
24 fixed, or under conditions of labor prohibited by an order of the commission, (b) paid or caused to
25 be paid to any employee a wage less than the minimum fixed by an order of the commission,
26 and/or (c) violated or refused or neglected to comply with any provision of Chapter 1 of the Labor
27 Code or any order or ruling of the commission, pursuant to Labor Code sections 1197.1 and 1199.

1 **DOES 1 through 100**

2 32. DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true
3 names and capacities are unknown to Plaintiff at this time. When their true names and capacities
4 are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities
5 herein. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously-named
6 Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiff's
7 damages as alleged herein were actually and/or proximately caused by such Defendants.

8 33. Plaintiff is informed and believes and thereon alleges that at all relevant times each
9 Defendant was the principal, agent, employer, owner, manager, managing agent, joint employer,
10 employee, partner, servant, joint venturer, officer, director, controlling shareholder, subsidiary,
11 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
12 the other Defendants, and was engaged with some or all of the other Defendants in a joint
13 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
14 to be liable for the conduct of them. Plaintiff is also informed and believes that each Defendant
15 solely and/or jointly employed Plaintiff, the Class, and Employees in California pursuant to the
16 California Labor Code and Wage Order 5. Plaintiff is also informed and believes and thereon
17 alleges that each Defendant was a sole and/or joint employer and/or other person acting on behalf
18 of an employer, including but not limited to the other Defendants, who violated, or caused to be
19 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
20 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.
21 Plaintiff is further informed and believes and thereon alleges that each Defendant was a sole
22 and/or joint employer or other person acting on behalf of an employer, including but not limited
23 to the other Defendants, who violated, or caused to be violated, any provision regulating
24 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
25 violated, or caused to be violated, Labor Code §§ 203, 226, or 1194, pursuant to Labor Code §
26 558.1. Plaintiff is further informed and believes and thereon alleges that each Defendant was a
27 sole and/or joint employer or other person acting either individually or as an officer, agent, or
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1 employee of another person, including but not limited to the other Defendants, who paid or
2 caused to be paid to any employee a wage less than the minimum fixed by an applicable state or
3 local law, or by an order of the commission, and who (a) required or caused any employee to
4 work for longer than those fixed, or under conditions of labor prohibited by an order of the
5 commission, (b) paid or caused to be paid to any employee a wage less than the minimum fixed
6 by an order of the commission, and/or (c) violated or refused or neglected to comply with any
7 provision of Chapter 1 of the Labor Code or any order or ruling of the commission, pursuant to
8 Labor Code §§ 1197.1 and 1199. Plaintiff is further informed and believes and thereon alleges
9 that each Defendant acted pursuant to and within the scope of the relationships alleged above, that
10 each Defendant knew or should have known about, authorized, ratified, adopted, approved,
11 controlled, aided and abetted the conduct of all other Defendants, and that each Defendant acted
12 pursuant to an agreement to do the things alleged herein.

13 **Defendants Solely and Jointly Employed Plaintiff, the Class, and Employees**

14 34. At all relevant times, Plaintiff, the Class, and Employees were subject to the
15 control, direction and supervision of Defendants in connection with Plaintiff's, Class members',
16 and Employees' hours worked, and such hours worked were within the usual course of
17 Defendants' business.

18 35. At all relevant times, Defendants solely and jointly employed Plaintiff, the Class,
19 and Employees in California by, inter alia, exercising control over their wages, hours or working
20 conditions, suffering or permitting them to work, and/or engaging Plaintiff, the Class, and
21 Employees.

22 36. Upon information and belief, Defendants operated individually and in concert and
23 each retained and shared significant control over the terms and conditions of Plaintiff's, Class
24 members', and Employees' employment, including, without limitation, those terms and
25 conditions related to the claims alleged herein.

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FACTUAL BACKGROUND

37. Defendants employed Plaintiff, the Class, and Employees in the Public Housekeeping Industry.

38. Defendants regularly failed to provide Plaintiff, the Class, and Employees with 30-minute, uninterrupted meal breaks on days when they worked more than 5 hours. Defendants failed to pay Plaintiff, the Class, and Employees an extra hour of wages for each day in which Defendants failed to provide them with a legally-compliant meal break.

39. Defendants regularly failed to provide Plaintiff, the Class, and Employees with 10-minute rest breaks for each 4 hours of work per day, including when they worked more than 3 ½ hours, when Defendants failed to authorize and permit Plaintiff, the Class, and Employees to take 10-minute, uninterrupted rest breaks. Defendants failed to pay Plaintiff, the Class, and Employees an extra hour of wages for each day in which Defendants failed to provide them with a legally-compliant rest break.

40. Plaintiff, the Class, and Employees regularly worked without being paid. For example, these unpaid hours worked occurred when Plaintiff, the Class, and Employees clocked out from work at the end of their shifts and then Defendants required, directed, suffered, and/or permitted Plaintiff, the Class, and Employees to work off-the-clock. By failing to pay Plaintiff, the Class, and Employees for these off-the-clock hours worked, Defendants failed to pay Plaintiff, the Class, and Employees the minimum wage, straight-time wages, or overtime wages for hours worked each day in excess of 8 hours per workday or 40 hours per workweek.

41. During Defendants' employment of Plaintiff, the Class, and Employees, Defendants regularly failed to pay them all earned wages each pay period, including by failing to pay them an extra hour of wages for each day in which Defendants failed to provide them with legally-compliant meal breaks and legally-compliant rest breaks and by failing to pay them the minimum wage and straight-time wages for hours worked off-the-clock or overtime wages for hours worked off-the-clock that exceeded 8 hours in a workday or 40 hours in a workweek.

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1 42. The wage statements that Defendants provided to Plaintiff, the Class, and
2 Employees failed to accurately show their gross wages earned, total hours worked, net wages
3 earned, and all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate. Defendants knowingly and intentionally violated the
5 requirements to provide Plaintiff, the Class, and Employees with wage statements accurately
6 showing their gross wages earned, total hours worked, net wages earned, and all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate, or to keep copies of wage statements with the required information. Defendants
9 failed to keep for at least three years payroll records showing the hours worked daily by Plaintiff,
10 the Class, and Employees. Defendants also willfully failed to keep for at least three years
11 accurate and complete payroll records showing the hours worked daily by Plaintiff, the Class, and
12 Employees. Defendants also failed to keep records for Plaintiff, the Class, and Employees
13 showing the beginning and end of each work period, meal breaks, total daily hours worked, and
14 total hours worked in each payroll period and applicable rates of pay.

15 43. Upon the end of Defendants' employment of Plaintiff, the Class, and Employees,
16 including by discharge and quitting, Defendants willfully failed to pay them all wages earned and
17 unpaid at the time of discharge or within 72 hours after quitting, including not paying them an
18 extra hour of wages for each day in which Defendants failed to provide them with legally-
19 compliant meal breaks and/or rest breaks, and not paying them the minimum wage or straight-
20 time wages for hours worked off-the-clock or overtime wages for hours worked off-the-clock that
21 exceeded 8 hours in a workday or 40 hours in a workweek.

22 **CLASS ACTION ALLEGATIONS**

23 44. Plaintiff brings her claims for relief for violations of the California Labor Code
24 and California's Unfair Competition Law pursuant to Code of Civil Procedure § 382 and
25 Business & Professions Code §§ 17200 *et seq.*, on behalf of all Class members as a class action
26 with the Class defined as:

27 Defendants' hourly employees in California (a) who were not provided 30-
28 minute, uninterrupted meal breaks on days when they worked more than 5

1 hours and were not paid an extra hour of wages for each such day, (b) who
2 were not provided 10-minute, uninterrupted rest breaks on days when they
3 worked 4 hours and major fractions thereof, including when they worked at
4 least 3 ½ hours, and were not paid an extra hour of wages for each such
5 day, and (c) who were not paid for all hours worked and thus not paid the
6 minimum wage, straight-time wages, or overtime wages for all such hours
7 worked.

8 45. Numerosity. The Class is so numerous that joinder of all members is
9 impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the class
10 period Defendants have employed at least scores of persons who fall within the Class definition.

11 46. Ascertainability. The Class is ascertainable in objective terms that make eventual
12 identification of Class members possible, including through Defendants' records. Plaintiff
13 reserves the right under Rule 3.765 of the California Rules of Court to amend or modify the class
14 description, divide the class into subclasses, or further limit class treatment to particular issues.

15 47. Community of Interest.

16 a. Typicality. Plaintiff's claims are typical of Class members' claims.
17 Plaintiff, like other Class members, was subjected to Defendants' common policies and practices
18 that violated California law, and sustained injury and economic loss as a result. Defendants'
19 conduct towards Plaintiff in violating California law is typical of Defendants' conduct towards
20 other Class members in violating California law.

21 b. Adequacy. Plaintiff will fairly and adequately represent and protect the
22 interests of the Class members. Plaintiff has no interests that are antagonistic to those of the
23 Class and is not subject to any unique defenses. Plaintiff's counsel are experienced in
24 employment class actions and will fairly and adequately represent and protect the interests of the
25 Class members.

26 c. Predominance. Common questions of law and fact exist as to members of
27 the Class that predominate over any individualized questions, including the following:

- 28 • Whether Defendants provided 30-minute, uninterrupted meal breaks to
Class members on days when they worked more than 5 hours;
- Whether a valid waiver of meal breaks was consented to by Class
members when they worked shifts of between 5 and 6 hours;

- Whether Defendants paid Class members an extra hour of wages for each day when they worked more than 5 hours without being provided 30-minute, uninterrupted meal breaks;
- Whether Defendants provided 10-minute, uninterrupted rest breaks to Class members on days when they worked at least 4 hours and major portions thereof, including when they worked at least 3 ½ hours;
- Whether Defendants paid Class members an extra hour of wages for each day when they worked at least 4 hours and major portions thereof, including when they worked at least 3 ½ hours, without being provided 10-minute, uninterrupted rest breaks;
- Whether Defendants compensated Class members for all hours worked;
- Whether Defendants failed to provide Class members with accurate itemized wage statements;
- Whether Defendants failed to pay Class members all wages due them each payday;
- Whether Defendants willfully failed to pay Class members all wages due at the end of their employment;
- Whether Defendants' policies and practices violated Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6, 226.7, 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, Business and Professions Code §§ 17200, *et seq.*, and California Industrial Welfare Commission Wage Order No. 5-2001;
- Whether Class members are entitled to declaratory and injunctive relief;
- Whether Class members are entitled to equitable relief, including restitution, under Business and Professions Code §§ 17200, *et seq.*

48. Superiority. Certification of the class would provide substantial benefits to the courts and Class members. The damages suffered by individual Class members are relatively small compared to the significant expense and burden of individual prosecution of this litigation. In addition, class certification will obviate the need for unduly duplicative litigation which might result in inconsistent judgments about Defendants' policies and practices.

FIRST CLAIM FOR RELIEF
Failure to Provide Meal Breaks
[Labor Code §§ 226.7, 512, 558, 558.1, 1198, 1199 and Wage Order 5]
(Against All Defendants)

49. Plaintiff, on behalf of herself and all members of the Class, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

1 50. “An employer shall not require an employee to work during a meal or rest ...
2 period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of
3 the Industrial Welfare Commission.” Labor Code § 226.7(b). “If an employer fails to provide an
4 employee a meal or rest ... period in accordance with a state law, including but not limited to, an
5 applicable statute or applicable regulation, standard or order of the Industrial Welfare
6 Commission, ... the employer shall pay the employee one additional hour of pay at the
7 employee’s regular rate of compensation for each workday that the meal or rest ... period is not
8 provided.” Labor Code § 226.7(c).

9 51. “An employer shall not employ an employee for a work period of more than five
10 hours per day without providing the employee with a meal period of not less than 30 minutes,
11 except that if the total work period per day of the employee is no more than six hours, the meal
12 period may be waived by mutual consent of both the employer and the employee.” Labor Code §
13 512(a).

14 52. “No employer shall employ any person for a work period of more than five (5)
15 hours without a meal period of not less than 30 minutes, except that when a work period of not
16 more than six (6) hours will complete the day’s work the meal period may be waived by mutual
17 consent of the employer and the employee.” Wage Order 5, Section 11(A). “If an employer fails
18 to provide an employee a meal period in accordance with the applicable provisions of this Order,
19 the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
20 compensation for each work day that the meal period is not provided.” Wage Order 5, Section
21 11(B).

22 53. “The maximum hours of work and the standard conditions of labor fixed by the
23 commission shall be the maximum hours of work and the standard conditions of labor for
24 employees. The employment of any employee for longer hours than those fixed by the order or
25 under conditions of labor prohibited by the order is unlawful.” Labor Code § 1198.

26 54. “Every employer or other person acting either individually or as an officer, agent,
27 or employee of another person is guilty of a misdemeanor ... who does any of the following: (a)
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1 Requires or causes any employee to work for longer hours than those fixed, or under conditions
2 of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee
3 a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or
4 neglects to comply with any provision of this chapter or any order or ruling of the commission.”
5 Labor Code § 1199.

6 55. “Any employer or other person acting on behalf of an employer who violates, or
7 causes to be violated, a section of this chapter or any provision regulating hours and days of work
8 in any order of the Industrial Welfare Commission shall be subject to a civil penalty....” Labor
9 Code § 558(a).

10 56. “Any employer or other person acting on behalf of an employer, who violates, or
11 causes to be violated, any provision regulating minimum wages or hours and days of work in any
12 order of the Industrial Welfare Commission, or violates or causes to be violated, Sections 203,
13 226, 226.7, ... [or] 1194 ..., may be held liable as the employer for such violation.” Labor Code
14 § 558.1(a).

15 57. All Defendants are subject to Labor Code sections 226.7, 512, 558, 558.1, 1198,
16 1199 and Wage Order 5. Defendants’ policy and practice of not providing Plaintiff and the Class
17 with 30-minute, uninterrupted meal breaks on days when they worked more than 5 hours,
18 including days when they worked more than 5 hours but less than 6 hours without a legally valid
19 waiver of those days’ meal breaks, and Defendants’ failure to then pay Plaintiff and the Class an
20 extra hour of wages at their regular rate of pay for each such day, violated Labor Code sections
21 226.7, 512, 558, 558.1, 1198, 1199 and Wage Order 5. Accordingly, Defendants are liable to
22 Plaintiff and the Class for an extra hour of wages for each such day. Plaintiff seeks these unpaid
23 wages from Defendants on behalf of herself and the Class.

24 **SECOND CLAIM FOR RELIEF**
25 **Failure to Provide Rest Breaks**
26 **[Labor Code §§ 226.7, 558, 558.1, 1198, 1199 and Wage Order 5]**
(Against All Defendants)

27 58. Plaintiff, on behalf of herself and all members of the Class, realleges and
28 incorporates by reference all other paragraphs as if they were set forth again herein.

1 59. “Every employer shall authorize and permit all employees to take rest periods....
2 The authorized rest period time shall be based on the total hours worked daily at the rate of ten
3 (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period
4 need not be authorized for employees whose total daily work time is less than three and one-half
5 (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall
6 be no deduction from wages. Wage Order 5, Section 12(A). “If an employer fails to provide an
7 employee a rest period in accordance with the applicable provisions of this Order, the employer
8 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
9 each work day that the rest period is not provided.” Wage Order 5, Section 12(B).

10 60. All Defendants are subject to Labor Code sections 226.7, 558, 558.1, 1198, 1199
11 and Wage Order 5. Defendants’ policy and practice of not providing Plaintiff and the Class with
12 10-minute, uninterrupted rest breaks on days when they worked at least 4 hours and major
13 portions thereof, including days when they worked more than 3 ½ hours, and Defendants’ failure
14 to then pay Plaintiff and the Class an extra hour of wages at their regular rate of pay for each such
15 day, violated Labor Code sections 226.7, 558, 558.1, 1198, 1199 and Wage Order 5.
16 Accordingly, Defendants are liable to Plaintiff and the Class for an extra hour of wages for each
17 such day. Plaintiff seeks these unpaid wages from Defendants on behalf of herself and the Class.

18 **THIRD CLAIM FOR RELIEF**
19 **Failure to Pay Minimum Wage**
20 **[Labor Code §§ 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, 1199 and Wage Order 5]**
21 **(Against All Defendants)**

22 61.. Plaintiff, on behalf of herself and all members of the Class, realleges and
23 incorporates by reference all other paragraphs as if they were set forth again herein.

24 62. “Every employer shall pay to each employee wages not less than [the legal
25 minimum wage] per hour for all hours worked.” Wage Order 5, Section 4(A). “Every employer
26 shall pay to each employee, on the established payday for the period involved, not less than the
27 applicable minimum wage for all hours worked in the payroll period....” Wage Order 5, Section
28 4(B).

1 63. The “minimum wage for all industries shall be not less than the amounts set forth
2 in this subdivision....” Labor Code § 1182.12(b).

3 64. “The minimum wage for employees fixed by the commission or by any applicable
4 state or local law, is the minimum wage to be paid to employees, and the payment of a lower
5 wage than the minimum wage so fixed is unlawful.” Labor Code § 1197.

6 65. “[A]ny employee receiving less than the legal minimum wage or the legal
7 overtime compensation applicable to the employee is entitled to recover in a civil action the
8 unpaid balance of the full amount of this minimum wage or overtime compensation, including
9 interest thereon, reasonable attorney’s fees, and costs of suit.” Labor Code § 1194(a).

10 66. “Any employer or other person acting either individually or as an officer, agent, or
11 employee of another person, who pays or causes to be paid to any employee a wage less than the
12 minimum fixed by an applicable state or local law, or by an order of the commission shall be
13 subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and
14 any applicable penalties imposed pursuant to Section 203.” Labor Code 1197.1.

15 67. All Defendants are subject to Labor Code sections 558, 558.1, 1182.12, 1194,
16 1197, 1197.1, 1198, 1199 and Wage Order 5. Defendants’ policy and practice of not paying
17 Plaintiff and the Class the minimum wage for all hours worked violated Labor Code sections 558,
18 558.1, 1182.12, 1194, 1197, 1197.1, 1198, 1199 and Wage Order 5. Accordingly, Defendants are
19 liable to Plaintiff and the Class for the minimum wage for all hours worked including interest
20 thereon, reasonable attorney’s fees, and costs of suit. Plaintiff seeks these unpaid wages, interest,
21 reasonable attorney’s fees, and costs of suit from Defendants on behalf of herself and the Class.
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23 **FOURTH CLAIM FOR RELIEF**
24 **Liquidated Damages**
25 **[Labor Code §§ 1194, 1194.2 & 1197.1]**
26 **(Against All Defendants)**

27 68. Plaintiff, on behalf of herself and all members of the Class, realleges and
28 incorporates by reference all other paragraphs as if they were set forth again herein.

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1 69. “In any action under [Labor Code] Section ... 1194, or 1197.1 to recover wages
2 because of the payment of a wage less than the minimum wage fixed by an order of the
3 commission or by statute, an employee shall be entitled to recover liquidated damages in an
4 amount equal to the wages unlawfully unpaid and interest thereon.”

5 70. All Defendants are subject to Labor Code sections 1194, 1194.2 and 1197.1. This
6 lawsuit is an action under Labor Code sections 1194 and 1197.1 to recover unpaid minimum
7 wages from Defendants for all hours worked. Accordingly, Defendants are liable to Plaintiff and
8 the Class for liquidated damages in an amount equal to the wages unlawfully unpaid and interest
9 thereon, pursuant to Labor Code section 1194.2. Plaintiff seeks these liquidated damages and
10 interest thereon from Defendants on behalf of herself and the Class.

11 **FIFTH CLAIM FOR RELIEF**
12 **Failure to Pay Straight-Time Wages**
13 **[Labor Code § 204]**
14 **(Against All Defendants)**

15 71. Plaintiff, on behalf of herself and all members of the Class, realleges and
16 incorporates by reference all other paragraphs as if they were set forth again herein.

17 72. “All wages ... earned by any person in any employment are due and payable twice
18 during each calendar month.” Labor Code § 204(a).

19 73. “Straight-time wages (above the minimum wage) are a matter of private contract
20 between the employer and employee.” *Road Sprinkler Fitters Local Union No. 699 v. G & G*
21 *Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 778.

22 74. As employer to Plaintiff and the Class, Defendants agreed to pay them straight-
23 time wages for all hours worked. However, Defendants failed to pay straight-time wages to
24 Plaintiff and the Class for all hours worked. All Defendants are subject to Labor Code section
25 204. Defendants did not pay Plaintiff and the Class all wages earned, including straight-time
26 wages, twice during each calendar month, thus violating Labor Code section 204. Accordingly,
27 Defendants are liable to Plaintiff and the Class for straight-time wages for all hours worked.
28 Plaintiff seeks straight-time wages from Defendants on behalf of herself and the Class.

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SIXTH CLAIM FOR RELIEF
Failure to Pay Overtime Wages
[Labor Code §§ 510, 558, 558.1, 1194, 1198, 1199 & Wage Order 5]
(Against All Defendants)

75. Plaintiff, on behalf of herself and all members of the Class, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

76. “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Labor Code § 510(a).

77. “Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek [and for all hours worked over 40 hours in the workweek].” Wage Order 5, Section 3(A)(1).

78. All Defendants are subject to Labor Code sections 510, 558, 558.1, 1194, 1198, 1199 and Wage Order 5. Defendants’ policy and practice of not paying Plaintiff and the Class overtime wages for all hours worked in excess of 8 hours in a workday or 40 hours in a workweek violated Labor Code sections 510, 558, 558.1, 1194, 1198, 1199 and Wage Order 5. Accordingly, Defendants are liable to Plaintiff and the Class for overtime wages for all hours worked, including interest thereon, reasonable attorney’s fees, and costs of suit. Plaintiff seeks these unpaid wages, interest, reasonable attorney’s fees, and costs of suit from Defendants on behalf of herself and the Class.

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SEVENTH CLAIM FOR RELIEF
Failure to Provide Accurate Wage Statements and to Keep Proper Payroll Records
[Labor Code §§ 226, 1174, 1199 and Wage Order 5]
(Against All Defendants)

79. Plaintiff, on behalf of herself and all members of the Class, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

80. “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, ... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. ... [A] copy of the statement ... shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.” Labor Code 226(a).

81. “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with [Labor Code section 226] subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: ... any of the other information required to be provided on the itemized wage statement pursuant to items (2) ... and (9) of subdivision (a). Labor Code § 226(e).

82. “Every person employing labor in this state shall ... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to ... employees employed at the respective plants or establishments. These records shall be kept in accordance with rules

1 established for this purpose by the commission, but in any case shall be kept on file for not less
2 than three years.” Labor Code § 1174.

3 83. “Every employer shall keep accurate information with respect to each employee
4 including ... (3) Time records showing when the employee begins and ends each work period.
5 Meal periods, split shift intervals and total daily hours worked shall also be recorded ... (5) Total
6 hours worked in the payroll period and applicable rates of pay. ... All required records ... shall
7 be kept on file by the employer for at least three years at the place of employment or at a central
8 location within the State of California.” Wage Order 5, Section 7.

9 84. All Defendants are subject to Labor Code sections 226, 1174, 1199 and Wage
10 Order 5. Defendants’ policy and practice of not providing Plaintiff and the Class with accurate
11 itemized wage statements or keeping the records violated Labor Code sections 226, 1174, 1199
12 and Wage Order 5. Accordingly, Defendants are liable to Plaintiff and the Class for the greater of
13 all actual damages or fifty dollars (\$50) for the initial pay period in which a wage statement
14 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
15 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
16 an award of costs and reasonable attorney’s fees. Plaintiff seeks these damages, costs and
17 reasonable attorney’s fees from Defendants on behalf of herself and the Class.

18 **EIGHTH CLAIM FOR RELIEF**
19 **Willful Failure to Pay Final Wages**
20 **[Labor Code §§ 201, 202, 203 & 1197.1]**
21 **(Against All Defendants)**

22 85. Plaintiff, on behalf of herself and all members of the Class, realleges and
23 incorporates by reference all other paragraphs as if they were set forth again herein.

24 86. “If an employer discharges an employee, the wages earned and unpaid at the time
25 of discharge are due and payable immediately.” Labor Code § 201(a).

26 87. “If an employee ... quits his or her employment, his or her wages shall become
27 due and payable not later than 72 hours thereafter.” Labor Code § 202(a).

28 88. “If an employer willfully fails to pay ... in accordance with [Labor Code] Sections
201 [or] 202 ... any wages of an employee who is discharged or who quits, the wages of the

1 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
2 an action therefore is commenced; but the wages shall not continue for more than 30 days.”

3 Labor Code § 203(a).

4 89. All Defendants are subject to Labor Code sections 201, 202, 203 and 1197.1.
5 Defendants’ policy and practice of not paying all wages earned to Plaintiff, the Class, and
6 Employees when they were discharged or quit violated Labor Code sections 201, 202, 203 and
7 1197.1. Defendants failure to pay all wages earned to Plaintiff and the Class when they were
8 discharged or quit was willful. Accordingly, Defendants are liable to Plaintiff and the Class for
9 penalties pursuant to Labor Code section 203. Plaintiff seeks these penalties from Defendants on
10 behalf of herself and the Class.

11 **NINTH CLAIM FOR RELIEF**
12 **Unfair Competition**
13 **[Business and Professions Code §§ 17200, *et seq.*]**
14 **(Against All Defendants)**

15 90. Plaintiff, on behalf of herself and all members of the Class, realleges and
16 incorporates by reference all other paragraphs as if they were set forth again herein.

17 91. The foregoing conduct, as alleged, violates the Unfair Competition Law (“UCL”),
18 Business & Professions Code § 17200 *et seq.* The UCL prohibits unfair competition by
19 prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

20 92. Beginning at a date unknown to Plaintiff, but at least as long as four years ago,
21 Defendants committed, and continue to commit, acts of unfair competition, as defined by the
22 UCL, by, *inter alia*, engaging in the acts and practices described herein. Defendants’ conduct as
23 herein alleged has injured Plaintiff and the Class by wrongfully denying them wages for
24 Defendants’ meal break violations and rest break violations and wages for all hours worked by
25 Plaintiff and the Class.

26 93. Defendants engaged in unfair competition in violation of the UCL by violating,
27 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6, 226.7, 510, 512, 558,
28 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Wage Order 5.

Each of these violations constitutes an independent and separate violation of the UCL, and such conduct by Defendants threatens or harms competition.

94. Defendants' unlawful and unfair business practices and acts, described above, have injured Plaintiff and the Class as a result of Defendants' retention of wages owed to them. Defendants have reaped unfair and illegal profits by retaining these wages from Plaintiff and the Class. Defendants should be required to disgorge these unfair and illegal profits and restore them to Plaintiff and the Class.

95. Defendants' unfair and unlawful business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants cease the unlawful practices alleged herein, and account for, disgorge, and restore to Plaintiff and the Class the wages and other compensation unlawfully withheld from them. Plaintiff and the Class are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial. Plaintiff seeks all such restitution on behalf of herself and the Class.

TENTH CLAIM FOR RELIEF
Private Attorneys General Act Violations
[Labor Code §§ 2698, *et seq.*]
(Against All Defendants)

96. Plaintiff, on behalf of herself and all other aggrieved employees of Defendants, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

97. Pursuant to Labor Code § 2699(c), an "aggrieved employee" means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." PAGA provides that any provision of law under the Labor Code that sets forth a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA"), may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself and other current or former employees pursuant to the procedures outlined in Labor Code § 2699.3.

98. As a result of the California Labor Code violations that Defendants committed against Plaintiff and other current and former employees of Defendants, Plaintiff and her fellow

1 employees of Defendants are all “aggrieved employees” of Defendants within the definition of
2 Labor Code § 2699(c). As an aggrieved employee, Plaintiff seeks, on behalf of herself and her
3 fellow aggrieved employees of Defendants and on behalf of the State of California, to recover
4 civil penalties from Defendants under Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and 1197.1,
5 and Wage Order 5, § 20 for Defendants’ Labor Code violations set forth above, including
6 Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6, 226.7,
7 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
8 Wage Order 5.

9 99. Pursuant to Labor Code § 2699.3, an aggrieved employee may commence a civil
10 action arising under Labor Code § 2699 after the following requirements have been met:

- 11 a. The aggrieved employee or representative shall give written notice by filing online
12 with the LWDA and by certified mail to the employer of the specific provisions of the
13 Labor Code alleged to have been violated, including the facts and theories to support
14 the alleged violation. A \$75 filing fee should accompany the notice.
- 15 b. For violations of any provision listed in Labor Code § 2699.5, the LWDA shall notify
16 the employer and the aggrieved employee or representative by certified mail that it
17 does not intend to investigate the alleged violation within 60 calendar days of the
18 postmark date of the notice received. Upon receipt of that notice or if no notice is
19 provided within 65 calendar days of the postmark date of the notice, the aggrieved
20 employee may commence a civil action pursuant to Section 2699. For violations of
21 any provision other than those listed in Labor Code § 2699.5 or Division 5, the
22 aggrieved employee may commence a civil action pursuant to Section 2699 if the
23 employer has not cured the violations within 33 calendar days of the postmark date of
24 the notice.

25 100. On or about August 24, 2020, Plaintiff gave timely written notice by certified mail
26 to Defendants of Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3,
27 226.6, 226.7, 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
28 1199, and Wage Order 5 alleged in this Complaint, including the facts and theories to support the

1 alleged violations, and Plaintiff filed the notice online with the LWDA. Plaintiff also paid the
2 accompanying filing fee of \$75.00. Plaintiff has complied with all notice and exhaustion
3 procedures as required by PAGA.

4 101. The LWDA did not provide notice of its intention to investigate Defendants'
5 violations of provisions listed in Labor Code § 2699.5 by the expiration of the 65-day waiting
6 time period. Defendants have not cured the violations of provisions other than those listed in
7 Labor Code § 2699.5 or Division 5 by the expiration of the 33-day period. Consequently,
8 Plaintiff's right to file the instant lawsuit then duly accrued.

9 102. Therefore, Plaintiff has complied with all of the requirements set forth in Labor
10 Code § 2699.3 to commence a representative action under PAGA.

11 103. Plaintiff, on behalf of herself, his fellow aggrieved employees, and on behalf of the
12 State of California, seeks civil penalties under PAGA, 75% of which will be distributed to the
13 State of California, and 25% of which will be distributed to Plaintiff and his fellow aggrieved
14 employees. Under this PAGA action, Plaintiff is also entitled to an award of reasonable
15 attorney's fees and costs.

16 104. Pursuant to Labor Code § 2699, Plaintiff is entitled to recover civil penalties in the
17 amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
18 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210,
20 226(a), 226.3, 226.6, 226.7, 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197,
21 1197.1, 1198, 1199, and Wage Order 5, as well as the civil penalties specifically provided in
22 Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and 1197.1, and Wage Order 5, § 20, plus
23 reasonable attorney's fees and costs.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief as follows:

26 A. Certification of the Class;

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1 B. Designation of Plaintiff as Class representative and Plaintiff's counsel of record as
2 Class Counsel;

3 C. Recognition of Plaintiff as PAGA representative and Plaintiff's counsel of record
4 as PAGA Counsel for the aggrieved employees and on behalf of the State;

5 D. A declaratory judgment that the practices complained of herein are unlawful and
6 violate Wage Order 5, the California Labor Code, and the UCL;

7 E. A preliminary and permanent injunction against Defendants and their officers,
8 agents, successors, employees, representatives, and any and all other persons acting in concert
9 with them, from engaging in each of the unlawful policies, practices, customs and usages set forth
10 herein;

11 F. An award of unpaid wages and other damages according to proof;

12 G. Statutory penalties;

13 H. Civil penalties pursuant to PAGA;

14 I. Restitution pursuant to Business & Professions Code §§ 17200 *et seq.* according to
15 proof;

16 J. Pre-judgment and post-judgment interest, as provided by law;

17 K. Attorneys' fees, pursuant to Labor Code §§ 218.5, 226(e), 1194, and 2699, Code
18 of Civil Procedure § 1021.5, and all other bases for fees under the law;

19 L. Costs of suit, including expert fees and costs, pursuant to Labor Code §§ 218.5,
20 226(e), 1194, and 2699, Code of Civil Procedure § 1021.5, and all other bases for costs under the
21 law;

22 M. An appropriate service payment to Plaintiff for his service as Class representative
23 and as the PAGA representative; and

24 N. Such other and further legal and equitable relief as the Court may deem just and
25 proper.

26 **DEMAND FOR JURY TRIAL**

27 Plaintiff hereby demands a jury trial on all causes of action and claims alleged herein.
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Respectfully submitted,

Dated: November 2, 2020

By:  _____

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