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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA DE JESUS ROMERO, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

MARUCHAN, INC., a California
corporation, EMPLOYBRIDGE, LLC, a
California corporation, REAL TIME
STAFFING SERVICES, LLC, a California
corporation and DOES 1-50, inclusive,

Case No.: 30-2020-01155487-CU-OE-CXC

Assigned for all purposes to: Judge Peter Wilson

CLASS ACTION CLAIMS

COMPLAINT FOR:

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

1 STATEMENTS AND MAINTAIN
2 RECORDS (LAB. CODE § 226(a))

3 8. CLAIM FOR FAILURE TO PAY
4 TIMELY WAGES UPON
5 TERMINATION (LAB. CODE §
6 203)

7 9. UNLAWFUL BUSINESS
8 PRACTICES UNDER (BUS. AND
9 PROF. CODE, § 17200, ET SEQ.

10 [JURY DEMAND]
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1 Plaintiff Maria De Jesus Romero (“Plaintiff” or “Ms. Romero”) makes the following
2 allegations against Defendant Maruchan, Inc. (“MI”), Defendant Employbridge, LLC (“ELC”),
3 and Defendant Real Time Staffing Services, LLC (“RTS”) (collectively referred to herein as
4 herein “Defendants”):

5 **INTRODUCTION**

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

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

13 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
14 Members seek unpaid minimum wages, overtime wages, premium wages for missed meal
15 breaks, rest breaks, wages, inaccurate itemized wage statements. Statutory penalties,
16 restitution, declaratory and injunctive relief, attorneys’ fees and costs, prejudgment interest and
17 other relief under California Industrial Welfare Commission (I.W.C.) Wage Order 1-2001, 8
18 Cal. Code of Reg. section 11050 (“Wage Order 1-2001”), Wage Order 4-2001, 8 Cal. Code of
19 Reg. section 11050 (“Wage Order 4-2001”), , Wage Order 7-2001, 8 Cal. Code of Reg.
20 section 11050 (“Wage Order 7-2001”), , Wage Order 9-2001, 8 Cal. Code of Reg. section
21 11050 (“Wage Order 9-2001”), and California Labor Code (Labor Code”) sections 203, 210,
22 221, 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, 2699.5, California Code
23 of Civil Procedure section 1021.5, California Business and Professions Code sections 17200 et
24 seq. (“UCL”), and 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
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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 and Wage Order No. 9-2001.

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 and Wage Order No. 9-2001.

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 and Wage Order No. 9-2001.

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 12. 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 13. Plaintiff Ms. Romero is, and at all relevant times was, a citizen and resident of the city of
17 Santa Ana, in the County of Orange in the State of California.

18 13. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant
19 Maruchan, Inc. (“MI”) is a California corporation doing business in the State of California with a
20 principal place of business located at 330 15800 Laguna Canyon Road, Irvine, California 92618.

21 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times
22 Defendant Employbridge, LLC (“ELC”) is a California corporation doing business in the State of
23 California with a principal place of business located at 1040 Crown Point Parkway, Ste. 1040,
24 Atlanta, Georgia 30338.

25 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
26 Defendant Real Time Staffing Services, LLC (“RTS”) is a California corporation doing business
27 in the State of California with a principal place of business located at 1040 Crown Point
28 Parkway, Ste. 1040.

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

Doe Allegations.

17. Plaintiff does not presently know the true names and capacities of defendant named as Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are informed and believes and on that basis alleges that each of the fictitious defendants have participated in the acts alleged in this complaint to have been done by the named defendants..

Vicarious Liability.

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

COMMON ALLEGATIONS TO ALL CAUSES OF ACTION

19. Plaintiff worked as a non-exempt employee at Defendants. Defendants ELC and RTS are staffing agencies. MI is a food supplier. ELC and RTS deployed Plaintiff, Class and Subclass Members to work at MI's job site and subject to the day-to-day control and working conditions of MI.

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

20. Defendants had a policy, practice and pattern of failing to compensate employees for all hours worked, including hours that were not properly paid as overtime and minimum wages to Plaintiff, Class and Subclass Members as a result of requiring the employees to undergo pre-shift preparation in which Defendants required these employees to put on a coat, hat, hair net and face mask before able to begin clocking in to get paid. These wages amounted to minimum wages or overtime wages that were never paid during employment or at the end of employment.

21. Plaintiff is informed and on that basis believes that all other Class and Subclass Members of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees were not subjected to off-the-clock pre-shift and post-shift security checks and not paid for this work time during employment or at the end of employment.

Defendants Did Not Provide All Meal Breaks and Rest Breaks

22. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these work shifts, Plaintiff would be required to do many work duty tasks revolving around transferring cardboard boxes and plastic pallets throughout the business facility. During these shifts it would be very busy where they would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30 minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted, or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted meal breaks or rest periods throughout their employment nor were they paid all of premium wages for the missed, short, late, on-premises or interrupted meal breaks and rest periods that should have been paid.

23. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate the other employees for all of their missed, on-premises, short, late or interrupted

1 meal breaks or rest periods throughout their employment nor were they paid all of his premium
2 wages for the missed, short, on-premises, late or interrupted meal breaks and rest periods that
3 should have been paid. Defendants would not compensate the other employees for all of their
4 missed, short, on-premises, late or interrupted meal breaks or rest periods throughout their
5 employment nor were they paid all of their premium wages for the missed, on-premises, short,
6 late or interrupted meal breaks and rest periods that should have been paid.

7 **Defendants Provided Inaccurate Wage Statements**

8 24. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
9 their applicable total hours worked, net wages earned, gross wages earned, name and address of
10 the legal entity employer and actual applicable wage rate all in violation of California Labor
11 Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not
12 provide any paystubs or excluded the hours worth of work, gross and net wages earned that
13 should have been reflected on their paystubs for off-the-clock work time during pre-shift off-the-
14 clock preparation for shift before clocking in and work during meal and rest periods or on-call
15 and on-premises meal or rest breaks, or off-the-clock work for time spent working but not
16 compensated for including. Furthermore, Defendant failed to include the full name and address
17 of the legal entity that employed Plaintiff, Class and Subclass. Therefore, their paystubs did not
18 accurately reflect the total hours worked, net wages earned, gross wages earned, accurately
19 depict deductions that should have been taken out and actual applicable wage rate corresponding
20 with the total hours worked as well as the name and address of the legal entity that employed
21 Plaintiff, Class and Subclass.

22 25. Plaintiff is informed and on that basis believes that all other similarly situated employees
23 of Defendants were under the same circumstances and conditions of employment as them.
24 Specifically, all other similarly situated employees were not provided with accurate itemized
25 wages statements and received paystubs that did not reflect their applicable total hours worked,
26 gross wages earned, net wages earned, depict deductions, and actual applicable wage rates
27 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
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1 work on their paystubs or the actual applicable wage rate corresponding with the total hours
2 worked.

3 **CLASS ACTION ALLEGATIONS**

4 26. This action is maintainable as a representative action pursuant to California Code of Civil
5 Procedure section 382 as to violations of Wage Order 1-2001, Wage Order 4-2001 , Wage Order
6 7-2001 , Wage Order 9-2001 applicable California Labor Code and UCL, minimum wage
7 violations, overtime wage violations, failure to pay violations, meal and rest break violations,
8 failure to furnish timely, itemized wage statements, and attorneys' fees and costs. Plaintiff are
9 representatives of other Class Members and Subclass Members and is acting on behalf of their
10 interests. The similarly situated employees are known to Defendants and are readily identifiable
11 and locatable through Defendants own employment records. The Class that Plaintiff seeks to
12 represent is defined as follows:

13
14 All individuals in California whom were deployed by ELC and/or RTS to work at
15 MI as nonexempt 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.

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

17
18 All individuals in California whom were deployed by ELC and/or RTS to work at
19 MI as nonexempt employees at any time from three years of the date of the filing
of this Complaint through the date of signed order certifying the class.

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

21
22 All individuals in California whom were deployed by ELC and/or RTS to work at
23 MI as nonexempt employees at any time from one year of the date of the filing of
this Complaint through the date of signed order certifying the class.

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

25
26 All individuals in California whom were deployed by ELC and/or RTS to work at
27 MI as nonexempt employees whom were issued wage statements that failed to
28 comply with California Labor Code section 226(a) at any time from one year of
the date of the filing of this Complaint through the date of signed order certifying
the class.

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

2
3 All individuals in California whom were deployed by ELC and/or RTS to work at
4 MI as nonexempt employees at any time from four years of the date of the filing
5 of this Complaint through the date of signed order certifying the class that worked
6 any shift more than 5 hours and did not receive a legally compliant thirty-minute
uninterrupted first meal break and not paid a premium wage.

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

8 All individuals in California whom were deployed by ELC and/or RTS to work at
9 MI as nonexempt employees at any time from four years of the date of the filing
10 of this Complaint through the date of signed order certifying the class that worked
11 any shift more than 6 hours and did not receive a legally compliant thirty-minute
uninterrupted first meal break and not paid a premium wage.

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

13 All individuals in California whom were deployed by ELC and/or RTS to work at
14 MI as nonexempt employees at any time from four years of the date of the filing
15 of this Complaint through the date of signed order certifying the class that worked
16 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.

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

18 All individuals in California whom were deployed by ELC and/or RTS to work at
19 MI as nonexempt employees at any time from four years of the date of the filing
20 of this Complaint through the date of signed order certifying the class that worked
21 any shift more 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.

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

23 All individuals in California whom were deployed by ELC and/or RTS to work at
24 MI as nonexempt employees at any time from four years of the date of the filing
25 of this Complaint through the date of signed order certifying the class that worked
26 any shift more than 6 hours and did not receive a legally compliant second ten-
minute uninterrupted second rest break and not paid a premium wage..

27 The Subclass 9 that Plaintiff seek to represent is defined as follows:
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1 All individuals in California whom were deployed by ELC and/or RTS to work at
2 MI as nonexempt employees and subjected to pre-shift preparation duties and not
3 paid for all entitled minimum hours worked at any time from four years of the
4 date of the filing of this Complaint through the date of signed order certifying the
5 class.

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

7 All individuals in California whom were deployed by ELC and/or RTS to work at
8 MI as nonexempt employees and subjected to pre-shift preparation duties and not
9 paid for all entitled overtime hours worked at any time from four years of the date
10 of the filing of this Complaint through the date of signed order certifying the
11 class.

12 All individuals in California whom were deployed by ELC and/or RTS to work at
13 MI as nonexempt employees at any time from four years of the date of the filing
14 of this Complaint through the date of signed order certifying the class.

15 The Subclass 11 that Plaintiff seeks to represent is defined as follows:

16 All individuals in California whom were employed by MI as nonexempt
17 employees at any time from three years of the date of the filing of this Complaint
18 through the date of signed order certifying the class.

19 The Subclass 12 that Plaintiff seeks to represent is defined as follows:

20 All individuals in California whom were employed by MI as nonexempt
21 employees at any time from one year of the date of the filing of this Complaint
22 through the date of signed order certifying the class.

23 The Subclass 13 that Plaintiff seek to represent is defined as follows:

24 All individuals in California whom were employed by MI as nonexempt
25 employees whom were issued wage statements that failed to comply with
26 California Labor Code section 226(a) at any time from one year of the date of the
27 filing of this Complaint through the date of signed order certifying the class.

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

All individuals in California whom were employed by MI as nonexempt
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 5 hours and did not receive a legally compliant thirty-minute uninterrupted
first meal break and not paid a premium wage.

1 The Subclass 15 that Plaintiff seek to represent is defined as follows:

2
3 All individuals in California whom were employed by MI as nonexempt
4 employees at any time from four years of the date of the filing of this Complaint
5 through the date of signed order certifying the class that worked any shift more
6 than 6 hours and did not receive a legally compliant thirty-minute uninterrupted
7 first meal break and not paid a premium wage.

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

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

14 The Subclass 17 that Plaintiff seek to represent is defined as follows:

15 All individuals in California whom were employed by MI 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 3 and a half hours and did not receive a legally compliant ten-minute
19 uninterrupted first rest break and not paid a premium wage.

20 The Subclass 18 that Plaintiff seek to represent is defined as follows:

21 All individuals in California whom were employed by MI 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 second ten-minute
25 uninterrupted second rest break and not paid a premium wage..

26 The Subclass 19 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom were employed by MI as nonexempt
28 employees and subjected to pre-shift preparation duties and not paid for all
entitled minimum hours worked at any time from four years of the date of the
filing of this Complaint through the date of signed order certifying the class.

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

All individuals in California whom were employed by MI as nonexempt
employees and subjected to pre-shift preparation duties and not paid for all

entitled overtime hours worked at any time from four years of the date of the filing of this Complaint through the date of signed order certifying the class.

27. The individuals included within the alleged Class and Subclass are over one hundred (100) and is so numerous that joinder of each of them would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 20 shall be collectively referred to herein as “Subclass”.

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

- a. Whether Defendants failure to compensate minimum wages to all Class Members and Subclass Members for all hours worked violates Labor Code sections 210, 221, 510, 1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001;
- b. Whether Defendants failure to compensate overtime wages to all Class Members and Subclass Members for all hours worked violates Labor Code sections 210, 221, 510, 1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001;
- c. Whether Defendants failure to pay all Class Members and Subclass Members for all wages upon termination, resignation or end of employment violates Labor Code sections 201, 202, and 203;
- d. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001;
- e. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001;

- 1 f. Whether Defendants failure to provide rest periods to Class Members and
2 Subclass Members violates Labor Code section 226.7 and Wage Order 5-2001;
3 g. Whether Defendants failure to keep accurate payroll records of daily hours
4 worked violates Labor Code section 1174;
5 h. Whether Defendants' failure to provide Class Members and Subclass Members
6 with itemized statements of wages and hours worked violates Labor Code section
7 226;
8 i. 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 Minimum Wages – Lab. Code 510, 1194 and Wage Orders 1,
4, 7, 9 Section 3, by Plaintiff, Subclass and Class Against All Defendants and DOES 1-50)**

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

19 32. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
20 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. Defendants
24 failed to do so. Plaintiff Class Members and Subclass Members are entitled to minimum wages
25 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 minimum wages they are entitled to pursuant to California Labor Code sections 510
28 and 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage

Order 7-2001; Wage Order 9-2001 Section 3. 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.

35. 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.

36. As a result of the violations alleged herein, Plaintiff seek 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, 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.

SECOND CAUSE OF ACTION

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

37. 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.

38. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

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

40. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3. 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.

41. 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.

42. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3, 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.

THIRD CAUSE OF ACTION

(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)

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, an employer may not fail to pay the wages of each employee.

45. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass Members.

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

47. Plaintiffs, on behalf of itself , Class Members and 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.

1 **FOURTH CAUSE OF ACTION**

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

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

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

8 51. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
9 Members.

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

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

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

17 **FIFTH CAUSE OF ACTION**

18 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 1, 4, 7,**
19 **9, Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

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

22 56. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
23 Members.

24 57. Defendants were required to authorize and permit Plaintiff and Class Members and
25 Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission
26 Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section
27 11(A) and Labor Code sections 226.7 and 512. Defendants failed to do so by not allowing such
28 uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to
premium wages and civil penalties as a consequence of this failure.

1 58. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
2 employees one (1) hour of pay at their regular rate of compensation for each workday that the
3 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7,
4 and 512, Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order
5 7-2001; Wage Order 9-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and
6 Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

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

13 60. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
14 available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees
15 and costs. The exact amount of the applicable penalties is an amount to be shown according to
16 proof at trial.

17 **SIXTH CAUSE OF ACTION**

18 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 1, 4, 7, 9, 19 Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

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

22 62. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
23 Members.

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

64. 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.

65. 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.

66. 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, and an award of reasonable attorney's fees and costs.

SEVENTH 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)

67. 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.

68. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass Members.

69. 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)

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

18 70. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
19 Subclass Members with timely and accurate wage and hour statements showing gross wages
20 earned, total hours worked, all deductions made, net wages earned, the name and address of the
21 legal entity employing them, all applicable hourly rates in effect during each pay period, and the
22 corresponding number of hours worked at each hourly rate by them and Class Members and
23 Subclass Members. Moreover, Defendants did not include PEF as an employer on the paystubs
24 at any point and time whom was also an entity that employed Plaintiff, Class and Subclass
25 Members.

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

1 **EIGHTH CAUSE OF ACTION**

2 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
3 **Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-**
4 **50)**

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

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

9 74. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
10 Members.

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

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

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

20 **NINTH CAUSE OF ACTION**

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

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

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

1 80. 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 81. 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; (ii) reimburse its employees
19 for incurring necessary expenses in order to perform their jobs; (iii) failure to pay timely wages
20 upon end of employment; (iv) failure to pay timely wages each pay period. Plaintiff is informed
21 and believes and on that basis alleges that, at all times herein mentioned, Defendants engaged in
22 the above-mentioned acts of unlawful, deceptive, and unfair business practices prohibited by
23 California Business and Professions Code sections 17200 et seq., including those set forth in the
24 preceding paragraph, thereby depriving Plaintiff of the minimum working condition standards
25 and conditions due, including those under Labor Code and Wage Order.

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

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.

83. 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.

84. 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.

85. 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.

86. 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.

87. 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.

PRAYER FOR RELIEF

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

- A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;

- 1 B. Class notice to all Class Members and Subclass Members in California who worked
2 for Defendants from four years prior to the filing of the original Complaint through
3 the trial of this action;
- 4 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 5 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 6 E. The Court declare Defendants policies and/or practices of failing to provide minimum
7 wages violates California Labor Code section, 210, 221, 512 and 1194 and Wage
8 Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section
9 3 by failing to provide the Class Members, Subclass Members and Aggrieved
10 Employees with minimum wages for all hours worked;
- 11 F. The Court declare Defendants policies and/or practices of failing to provide overtime
12 wages violates California Labor Code sections, 210, 221, 512 and 1194 and Wage
13 Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section
14 3 by failing to provide the Class Members, Subclass Members and Aggrieved
15 Employees with overtime wages for all hours worked;
- 16 G. The Court declare Defendants policies and/or practices of failing to provide meal
17 periods violates California Labor Code section 226.7, and 512 and Wage Order 1-
18 2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 11(A)
19 by failing to provide the Class Members, Subclass Members and Aggrieved
20 Employees with meal periods of at least one-half hour in which they were relieved of
21 all duties for every five hours of work;
- 22 H. The Court declare Defendants policies and/or practices of failing to provide rest
23 periods violates California Labor Code section 226.7 and Wage Order 1-2001; Wage
24 Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 12(A) by failing to
25 provide the Class Members, Subclass Members and Aggrieved Employees with rest
26 periods of at least ten minutes in which they were relieved of all duties for every four
27 hours of work or major fraction thereof;
- 28

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

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

7 **First Causes of Action:**

8 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
9 pursuant to Labor Code section 1194.

10 2. 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 3. 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 1194 and/or other applicable law.

15
16 **Second Causes of Action:**

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

19 5. 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 6. 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 Labor Code section 510 and 1194 and/or other
24 applicable law.

25
26 **Third Causes of Action:**

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

1 8. 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 9. 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 **Fourth Causes of Action:**

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

10 11. 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 12. 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 **Fifth Causes of Action:**

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

19 14. 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 15. 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
26 **Sixth Causes of Action:**

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

1 17. 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 18. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
4 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
5 1021.5, California 226, 226.7 and/or other applicable law.

6
7 **Seventh Causes of Action:**

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

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

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

16
17 **Eighth Causes of Action:**

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

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

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

23 25. California Code of Civil Procedure 1021.5.

24
25
26 **Ninth Causes of Action:**

27 26. For a temporary restraining order, a preliminary injunction, and a permanent injunction
28

1 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
2 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
3 business practices described in Paragraphs 78 through 88 above;
4 27. For restitution, lost wages and penalties therewith;
5 28. For pre-judgment and post-judgment interest to the extent permitted by law;
6 29. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
7 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
8 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
9 30. For such other relief as the Court deems just and proper.

10
11 **As to All Causes of Action:**

12 31. For reasonable attorneys' fees and costs incurred
13 32. Interest accrued to date under the California Labor Code, including under Sections 226.7;
14 33. For such other and further relief as this Court may deem just and proper.

15
16 Dated: August 17, 2020

Jackson Law, APC

17
18 By:/s/ Armond M. Jackson
19 Armond M. Jackson
20 Attorneys for Plaintiff Maria De Jesus
Romero

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Maria De Jesus Romero demands a jury trial in the above captioned matter.

23 Dated: August 17, 2020

Jackson Law, APC

24
25 By: /s/ Armond M. Jackson
26 Armond M. Jackson
27 Attorneys for Plaintiff Maria De Jesus
28 Romero