

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Fernando Aenlle-Rocha

David R. Greifinger, Esq. (SBN 105242)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com

Attorneys for Plaintiff, KARA TRIPOLI

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KARA TRIPOLI, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

MERCEDES CUBAN GRILL, INC., a
California corporation; MERSEDEH
AHRABLOU, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No. **20STCV41253**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

1. **FAILURE TO PAY REPORTING TIME WAGES AND LIQUIDATED DAMAGES [CAL. LAB. CODE § 1198 and 8 CAL. CODE REGS. §11050];**
2. **FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050];**
3. **FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050];**
4. **FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198];**
5. **FAILURE TO PROVIDE ADEQUATE SEATING [CAL. LAB. CODE § 1198; CAL. CODE REGS. § 11050(14)];**
6. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];**
7. **VIOLATION OF CALIFORNIA LABOR CODE § 558;**
8. **UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §§ 17200 et seq.]; and,**
9. **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE §§ 2698, et seq.]**

DEMAND FOR A JURY TRIAL

Complaint filed:

Trial Date:

1 All allegations in this Complaint are based upon information and belief except for
2 those allegations which pertain to the named Plaintiff and her counsel. Each allegation has
3 evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity
4 for further investigation and discovery.

5 I.

6 **JURISDICTION AND VENUE**

7 1. This court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE §
8 410.10. Plaintiff brings this Complaint on her own behalf and on behalf of all aggrieved
9 employees.

10 2. Venue is proper in this court under CAL. CIV. PROC. CODE §§ 395 and 395.5
11 because the claims made, and the CAL. LAB. CODE violations as against the persons
12 identified herein, occurred in the County of Los Angeles, California. Further, each of the
13 Defendants owned and operated their businesses in the County of County of Los Angeles,
14 California.

15 II.

16 **THE PARTIES**

17 **PLAINTIFFS**

18 3. KARA TRIPOLI is, and at all material times mentioned was:

- 19 (a) An individual who resides in the County of Los Angeles, California;
20 (b) Jointly employed as an hourly paid employee by MERCEDES
21 CUBAN GRILL, INC.; MERSEDEH AHRABLOU; and/or DOES 1
22 through 50 (“DEFENDANTS”), from on or about September, 2019 to
23 on or about December, 2019;
24 (c) Was not properly paid reporting time wages;
25 (d) Did not receive compliant meal periods or meal-period premiums;
26 (e) Did not receive compliant rest periods or rest-period premiums;
27 (f) Did not receive accurate, itemized wage statements;
28

- 1 (g) Was not provided with adequate seating when not actively engaged in
2 the duties of her employment; and,
3 (h) When terminated from her employment, was not paid for reporting
4 time wages owed, meal period wages owed, and rest period wages
5 owed within the time limits prescribed by CAL. LABOR CODE § 201.

6 4. KARA TRIPOLI is referred to as "PLAINTIFF" throughout this Complaint.

7 **DEFENDANTS**

8 5. PLAINTIFF is informed and believes, and based upon that information and
9 belief alleges, that Defendant MERCEDES CUBAN GRILL, INC., is, and at all times
10 mentioned was:

- 11 (a) A California corporation authorized to conduct business, and actually
12 conducting business, in Los Angeles County, California;
13 (b) The owner and operator of a bar and restaurant in Los Angeles
14 County, California;
15 (c) Along with MERSEDEH AHRABLOU, and DOES 1 through 50,
16 inclusive, the joint employer of PLAINTIFF and all aggrieved
17 employees, as MERCEDES CUBAN GRILL, INC. MERCEDES
18 CUBAN GRILL, INC. ,MERSEDEH AHRABLOU, and DOES 1
19 through 50 controlled PLAINTIFF's and all aggrieved employees'
20 wages, hours, working conditions, and how PLAINTIFF, and all
21 aggrieved employees, were paid; and
22 (d) Failed to properly pay PLAINTIFF and all aggrieved employees for
23 reporting time wages, for missed meal periods, and for missed rest
24 periods; failed to provide PLAINTIFF and all aggrieved employees
25 with accurate, itemized wage statements; failed to provide
26 PLAINTIFF and all aggrieved employees with adequate seating when
27 they were not actively engaged in the duties of their employment; and
28 failed to pay PLAINTIFF and all aggrieved employees for wages due

1 upon termination. Each of these transgressions violated the CAL. LAB.
2 CODE.

3 6. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that Defendant MERSEDEH AHRABLOU is, and at all times mentioned
5 was:

- 6 (a) An individual who resides in Los Angeles County, California;
7 (b) The owner and operator of MERCEDES CUBAN GRILL, INC.;
8 (c) The owner and operator of a bar and restaurant in Los Angeles
9 County, California;
10 (d) Along with MERCEDES CUBAN GRILL, INC., and DOES 1 through
11 50, inclusive, was the joint employer of PLAINTIFF, and all
12 aggrieved employees. MERSEDEH AHRABLOU, MERCEDES
13 CUBAN GRILL, INC., and DOES 1 through 50 controlled
14 PLAINTIFF's and all aggrieved employees' wages, hours, working
15 conditions, and how PLAINTIFF and all aggrieved employees, were
16 paid; and
17 (e) Failed to properly pay PLAINTIFF and all aggrieved employees for
18 reporting time wages, for missed meal periods, and for missed rest
19 periods; failed to provide PLAINTIFF and all aggrieved employees
20 with accurate itemized wage statements; failed to provide PLAINTIFF
21 and all aggrieved employees with adequate seating when they were
22 not actively engaged in the duties of their employment; and failed to
23 pay PLAINTIFF and all aggrieved employees for wages due upon
24 termination. Each of these transgressions violated the CAL. LAB.
25 CODE.

26 7. MERCEDES CUBAN GRILL, INC., MERSEDEH AHRABLOU, and, DOES
27 1 through 50 are collectively referred to as "DEFENDANTS" throughout this Complaint.
28

1 8. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
3 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
4 under CAL. CIV. PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to allege
5 the true names and capacities of DOES 1 through 50, inclusive when they are ascertained.

6 9. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
8 which reside in, or are otherwise doing business in the State of California. Each of the
9 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
10 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
11 the other Defendants named herein, and acted with permission, authorization and/or
12 ratification and consent of other Defendants.

13 10. PLAINTIFF is informed and believes, and based upon that information and
14 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
15 inclusive, are responsible in some manner for one or more of the events and happenings
16 that proximately caused the injuries and damages hereinafter alleged.

17 11. PLAINTIFF is informed and believes, and based upon that information and
18 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
19 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
20 employees of each of the other Defendants, and that each Defendant was acting within the
21 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
22 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
23 PLAINTIFF for their damages sustained as a proximate result of Defendants' conduct.

24 12. PLAINTIFF is informed and believes, and based upon that information and
25 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
26 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
27 themselves and entered into a combination and systemized campaign of activity to *inter*
28 *alia* damage PLAINTIFF and to otherwise consciously and/or recklessly act in derogation

1 of PLAINTIFF's rights, and the trust reposed by PLAINTIFF, in each of the Defendants,
2 the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
3 concerted actions, were such that, to PLAINTIFF's information and belief, and to all
4 appearances, Defendants represented a unified body so that the actions of one Defendant
5 were accomplished in concert with, and with the knowledge, ratification, authorization and
6 approval of each of the other Defendants.

7 **ALTER-EGO ALLEGATIONS**

8 13. PLAINTIFF is informed and believes, and based upon that information and
9 belief alleges, that:

10 (a) MERCEDES CUBAN GRILL, INC., and DOES 1 through 50, are, and at all
11 relevant times were, mere shells without capital, assets, stock or stockholders;

12 (b) Defendants MERCEDES CUBAN GRILL, INC., and DOES 1 through 50
13 are, and at all relevant times were, the alter ego of Defendants MERSEDEH AHRABLOU,
14 and DOES 1 through 50, inclusive, and each of them, who were the controlling
15 shareholders, officers, and directors of MERCEDES CUBAN GRILL, INC., and DOES 1
16 through 50;

17 (c) There is, and at all relevant times was, a unity of interest and/or ownership
18 between all of these Defendants so that any individuality or separateness between them has
19 ceased to exist in that MERCEDES CUBAN GRILL, INC., and DOES 1 through 50,
20 inclusive were and are under their control and domination; and

21 (d) MERCEDES CUBAN GRILL, INC., and DOES 1 through 50, inclusive are,
22 and at all relevant times were, completely controlled, dominated, managed and operated by
23 MERSEDEH AHRABLOU, and Defendants DOES 1 through 50, inclusive, and each of
24 them, so that MERCEDES CUBAN GRILL, INC., and DOES 1 through 50 were mere
25 shells, instrumentalities, and/or conduits through which each of these Defendants
26 conducted some or all of their/its business. Adherence to the fiction of the separate
27 existence of MERCEDES CUBAN GRILL, INC., and DOES 1 through 50, inclusive as
28 entities distinct from MERSEDEH AHRABLOU, Defendants DOES 1 through 50,

1 inclusive, or any of them, would permit an abuse of the corporate privilege and sanction
2 fraud or promote injustice in that, among other things, it would enable each of these
3 Defendants to avoid liability and to defraud his, her, or its creditors, the effect of which
4 would be to render each Defendant financially unable to respond to a monetary judgment
5 awarded against each or any of them in the action.

6 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
7 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB.
8 CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one
9 or more of the alleged violations were committed against them.

10 III.

11 THE CONDUCT

12 15. DEFENDANTS operate a bar and restaurant in Los Angeles County,
13 California.

14 16. DEFENDANTS’ business requires the use of “non-exempt” employees as
15 defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended),
16 including, but not limited to, cooks, prep cooks, dishwashers, janitors, bar tenders, and
17 servers / cashiers.

18 17. DEFENDANTS jointly employed PLAINTIFF from on or about September,
19 2019 to on or about December, 2019 as an hourly paid server.

20 18. PLAINTIFF regularly worked six (6) to seven (7) hour shifts and two (2) to
21 four (4) shifts per week. At the time DEFENDANTS terminated PLAINTIFF’s
22 employment, DEFENDANTS were paying PLAINTIFF \$14.25 per hour.

23 19. PLAINTIFF’s job duties included, among other things, operating a cash
24 register, processing customers’ purchases, and serving food and drinks to DEFENDANTS’
25 customers.

26 20. During PLAINTIFF’s and all aggrieved employees’ employment,
27 DEFENDANTS exercised complete and unfettered control over PLAINTIFF’s and all
28 aggrieved employees’ work schedules; their hours worked; their rates of pay and methods

1 of payment; dictated how PLAINTIFF and all aggrieved employees would actually perform
2 their job duties; and dictated when PLAINTIFF and all aggrieved employees could or could
3 not take lunch or rest breaks. PLAINTIFF and all aggrieved employees could not exercise
4 discretion and independent judgment in performing their tasks. PLAINTIFF and all
5 aggrieved employees had to obtain approval for all actions they took on the job.

6 DEFENDANTS did not pay PLAINTIFF and all aggrieved employees a salary of at least
7 twice the state minimum wage for full-time employment. CAL. CODE REGS. § 11050,
8 including the applicable California Wage Order applies to PLAINTIFF, and all aggrieved
9 employees. PLAINTIFF and all aggrieved employees were not exempt employees or
10 independent contractors.

11 21. During PLAINTIFF's and all aggrieved employees' employment,
12 DEFENDANTS failed to properly pay PLAINTIFF and all aggrieved employees reporting-
13 time wage compensation when PLAINTIFF and all aggrieved employees reported to work
14 for their scheduled shifts but were either not put to work or were put to work for less than
15 half of each employees' regular shift times.

16 22. 8 CAL. CODE REGS. § 11050(5)(A) provides, "Each workday an employee is
17 required to report for work and does report, but is not put to work or is furnished less than
18 half said employee's usual or scheduled day's work, the employee shall be paid for half the
19 usual or scheduled day's work, but in no event for less than two (2) hours nor more than
20 four (4) hours, at the employee's regular rate of pay, which shall not be less than the
21 minimum wage."

22 23. DEFENDANTS failed to permit other aggrieved employees to take code-complaint
23 meal periods.

24 24. DEFENDANTS regularly failed to provide other aggrieved employees with
25 code-compliant thirty (30) minute meal periods during shifts in excess of five (5) hours,
26 and a second meal period of at least thirty (30) minutes during shifts in excess of ten (10)
27 hours. When meal periods were provided, they were often shorter in duration than 30
28 minutes or were interrupted. DEFENDANTS effectively maintained control over other

1 aggrieved employees during the meal periods that were provided. On each day where a
2 code-compliant thirty (30) minute meal period was not provided to other aggrieved
3 employees, DEFENDANTS failed to pay other aggrieved employees one additional hour of
4 pay at their regular rates of pay.

5 25. DEFENDANTS refused to allow PLAINTIFF, and all aggrieved employees, to
6 take code-complaint rest periods.

7 26. Under California law, an employee who works more than 4 hours or major
8 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who
9 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
10 second meal period of at least 30 minutes if he or she works more than 10 hours in a
11 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
12 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
13 amended) must pay a premium to the employee of one additional hour of pay at the
14 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
15 LAB. CODE § 226.7(b).)

16 27. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees with
17 a code-compliant 10-minute net rest period for every four (4) hours or major fraction
18 thereof worked. Where rest periods were provided, they were shorter in duration than 10
19 minutes, were interrupted, or were not provided every four (4) hours or major fraction
20 thereof worked. Additionally, employees were not allowed to leave DEFENDANTS'
21 premises during the rest periods that were provided. DEFENDANTS effectively maintained
22 control over PLAINTIFF and all aggrieved employees during rest periods that were
23 provided. On each day when code-compliant ten (10) minute rest periods were not provided
24 to PLAINTIFF and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFF and
25 all aggrieved employees one additional hour of pay at their regular rates of pay.

26 28. DEFENDANTS from time to time failed to provide PLAINTIFF, and all
27 aggrieved employees, accurate itemized wage statements, in writing, showing any of the
28 information required by CAL. LAB. CODE § 226. When DEFENDANTS did provide wage

1 statements to PLAINTIFF and all aggrieved employees, the wage statements did not
2 conform with CALIFORNIA LABOR CODE § 226 as those wage statements failed to accurately
3 reflect PLAINTIFF's and all aggrieved employees, hours worked, including reporting time
4 wages, missed meal period wages, missed rest period wages, and failed to state the correct
5 rate of pay.

6 29. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
7 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
8 having a written contract for a definite period is terminated, his or her wages become
9 immediately due and payable. CAL. LAB. CODE § 203(a) provides, "If an employer willfully
10 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
11 any wages of an employee who is discharged or who quits, the wages of the employee shall
12 continue as a penalty from the due date thereof at the same rate until paid or until an action
13 therefore is commenced; but the wages shall not continue for more than 30 days."

14 30. As a result, under CAL. LAB. CODE § 203, PLAINTIFF and all aggrieved
15 employees are entitled to one day's wages for each day they were not timely paid all wages
16 due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay reporting
17 time wages, missed meal period wages, and missed rest period wages to PLAINTIFF, and
18 all aggrieved employees, PLAINTIFF, and all aggrieved employees, are entitled to 30 days'
19 wages.

20 31. DEFENDANTS also willfully failed to pay any wages due to PLAINTIFF for
21 over one week after her employment was terminated by DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**
2 **FOR FAILURE TO PAY REPORTING TIME PAY AND LIQUIDATED DAMAGES**

3 **[Cal. Lab. Code § 1198 and 8 CAL. CODE REGS. § 11050]**

4 **By PLAINTIFF, on Her Own Behalf and on Behalf of II Aggrieved Employees, and**
5 **Against All DEFENDANTS)**

6 32. PLAINTIFF repeats and re-alleges paragraphs 1 through 31, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 33. Under the applicable IWC Wage Order 5-2001 (as amended) DEFENDANTS
9 were the joint employers of PLAINTIFF and all aggrieved employees.

10 34. CALIFORNIA LABOR CODE § 1198 dictates that no employer may employ an
11 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

12 35. 8 CAL. CODE REGS. § 11050(5)(A) provides, “Each workday an employee is
13 required to report for work and does report, but is not put to work or is furnished less than
14 half said employee’s usual or scheduled day’s work, the employee shall be paid for half the
15 usual or scheduled day’s work, but in no event for less than two (2) hours nor more than
16 four (4) hours, at the employee’s regular rate of pay, which shall not be less than the
17 minimum wage.”

18 36. The purpose of the reporting-time regulation is “to guarantee at least partial
19 compensation for employees who report to work expecting to work a specified number of
20 hours, and who are deprived of that amount because of inadequate scheduling or lack of
21 proper notice by the employer.” (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556,
22 572.)

23 37. CALIFORNIA LABOR CODE § 1194.2 further establishes an employee’s right to
24 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
25 thereon in an action for payment of a wage less than the minimum wage fixed by the
26 Industrial Welfare Commission or by statute.

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1 38. At all times relevant hereto, PLAINTIFF and all aggrieved employees were
2 paid by DEFENDANTS on an hourly basis. Additionally, PLAINTIFF and all aggrieved
3 employees did not reside at the place of employment.

4 39. During PLAINTIFF's and all aggrieved employees' employment,
5 DEFENDENTS failed to pay PLAINTIFF and all aggrieved employees reporting-time pay
6 when PLAINTIFF and all aggrieved employees reported to work for their scheduled shifts
7 but were either not put to work at all or were put to work for less than half of their regular
8 shift times.

9 40. DEFENDANTS would cause PLAINTIFFS and all aggrieved employees to
10 report to shifts only to be turned away and not provided shifts on those days or provided
11 less than half of her regular shift time. In these instances, DEFENDANTS would not pay
12 PLAINTIFF and all aggrieved employees wages for half of each employees' regular
13 scheduled shifts.

14 41. DEFENDANTS acted intentionally, oppressively, and maliciously toward
15 PLAINTIFF and all aggrieved employees, with a conscious disregard of them, or the
16 consequences to them, with the intent of depriving them of property and legal rights and
17 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
18 reporting time wages, PLAINTIFF and all aggrieved employees have suffered and will
19 continue to suffer damages in an amount that is presently unknown to them but which
20 exceeds the jurisdictional limits of the court and which will be ascertained according to
21 proof at trial.

22 42. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees,
23 seeks to recover reporting-time wages according to proof, interest, and all applicable
24 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
25 and/or other statutes. PLAINTIFF, on her own behalf and on behalf of all aggrieved
26 employees, also seeks to recover liquidated damages as provided by CAL. LAB. CODE §
27 1194.2, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL PERIODS

[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050]
(By PLAINTIFF, on Behalf of All Aggrieved Employees, and Against All
DEFENDANTS)

43. PLAINTIFF repeats and re-alleges paragraphs 1 through 42, inclusive, of this Complaint and they are incorporated herein by this reference.

44. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF and all aggrieved employees.

45. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11)(A) provide that an employee who works more than five (5) hours in a day is entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if he or she works more than ten (10) hours in a work day.

46. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11050(11)(D) provide that if an employer fails to provide an employee a meal period in accordance with the section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

47. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that at all times relevant hereto, other aggrieved employees worked more than five (5) hours in a workday for DEFENDANTS.

48. PLAINTIFF is informed and believes, and based upon that information and belief alleges, DEFENDANTS regularly failed to provide other aggrieved employees with compliant thirty (30) minute meal periods during shifts in excess of five (5) hours and compliant second meal periods of at least thirty (30) minutes during shifts in excess of ten (10) hours. When meal periods were provided, they were shorter in duration than 30 minutes or were interrupted. DEFENDANTS effectively maintained control over other aggrieved employees during the meal periods that were provided. On each day where a compliant thirty (30) minute meal period was not provided to other aggrieved employees,

1 DEFENDANTS failed to pay other aggrieved employees one additional hour of pay at other
2 aggrieved employees' regular rates of pay.

3 49. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, DEFENDANTS intentionally and improperly denied meal periods to other
5 aggrieved employees, in violation of CAL. LAB. CODE §§ 226.7 and 512 and 8 CAL. CODE
6 REGS. § 11050(11)(A) and other regulations and statutes.

7 50. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
8 other aggrieved employees, other aggrieved employees have suffered, and will continue to
9 suffer, damages in amounts which are presently unknown to PLAINTIFF and other
10 aggrieved employees, but which exceed the jurisdictional limits of the court and which will
11 be ascertained according to proof at trial.

12 51. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to other
14 aggrieved employees. DEFENDANTS acted intentionally, oppressively, and maliciously
15 toward other aggrieved employees, with a conscious disregard of their rights, or the
16 consequences to them, with the intent of depriving other aggrieved employees of property
17 and legal rights and otherwise causing other aggrieved employees injury.

18 52. PLAINTIFF, on behalf of other aggrieved employees, seeks to recover meal-
19 period compensation according to proof, interest, all applicable statutory penalties against
20 DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes, and
21 reasonable attorneys' fees and costs.

22 **THIRD CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE REST PERIODS**

24 **[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11050]**

25 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
26 **Against All DEFENDANTS)**

27 53. PLAINTIFF repeats and re-alleges paragraphs 1 through 52, inclusive, of this
28 Complaint and they are incorporated herein by this reference.

1 54. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFF and all aggrieved employees.

3 55. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11050 (12)(A) provide
4 that employers shall authorize and permit all employees to take rest periods at the rate of
5 ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

6 56. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11050(12)(B) provide that
7 if an employer fails to provide an employee with rest periods in accordance with those
8 statutes, the employer shall pay the employee one (1) hour of pay at the employee's regular
9 rate of compensation for each workday that the rest period was not provided. The Wage
10 Order provides a separate remedy for violations of meal-period requirements and violations
11 of rest-period requirements and section 226.7 allows recovery of up to two premium
12 payments per workday – one for each type of violation. (*United Parcel Service, Inc., v.*
13 *Superior Court* (2011) 196 Cal.App.4th 57, 69.)

14 57. At all times relevant hereto, PLAINTIFF and all aggrieved employees worked
15 more than four hours in a workday for DEFENDANTS.

16 58. At all times relevant hereto, DEFENDANTS failed to provide rest periods as
17 required by CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11050(12)(A).

18 59. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees with
19 a 10-minute net rest period for every four (4) hours or major fraction thereof worked.
20 Where rest periods were provided, they were shorter in duration than 10 minutes, were
21 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
22 DEFENDANTS effectively maintained control over PLAINTIFF and all aggrieved
23 employees during rest periods that were provided as PLAINTIFF and all aggrieved
24 employees could not leave DEFENDANTS' premises during any rest periods that were
25 provided. On each day where compliant ten (10) minute rest periods were not provided to
26 PLAINTIFF and all aggrieved employees, DEFENDANTS failed to pay PLAINTIFF and
27 all aggrieved employees one additional hour of pay at their regular rates of pay.
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1 60. DEFENDANTS have intentionally and improperly denied rest periods to
2 PLAINTIFF, and all aggrieved employees, in violation of CAL. LAB. CODE §§ 226.7 and
3 512 and 8 CAL. CODE OF REGS. § 11050(12)(A).

4 61. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
5 PLAINTIFF and all aggrieved employees, PLAINTIFF, and all aggrieved employees have
6 suffered, and will continue to suffer, damages in amounts that are presently unknown to
7 PLAINTIFF and all aggrieved employees, but which exceed the jurisdictional limits of the
8 court and which will be ascertained according to proof at trial.

9 62. PLAINTIFF is informed and believes, and based upon that information and
10 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF and all
11 aggrieved employees were entitled to rest periods and purposely elected not to provide rest
12 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
13 PLAINTIFF and all aggrieved employees, with a conscious disregard of their rights, or the
14 consequences to PLAINTIFF and all aggrieved employees, with the intent of depriving
15 PLAINTIFF and all aggrieved employees of property and legal rights and otherwise
16 causing PLAINTIFF and all aggrieved employees, injury.

17 63. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees,
18 seeks to recover rest-period compensation according to proof, interest, all applicable
19 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
20 and/or other statutes, and reasonable attorneys' fees and costs.

21 **FOURTH CAUSE OF ACTION**
22 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**
23 **ACCURATE PAYROLL RECORDS**

24 **[CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]**
25 **(By PLAINTIFF, on Her Own Behalf and On Behalf of All Aggrieved Employees, and**
26 **Against All DEFENDANTS)**

27 64. PLAINTIFF repeats and re-alleges paragraphs 1 through 63, inclusive, of this
28 Complaint and they are incorporated herein by this reference.

1 65. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFF and all aggrieved employees.

3 66. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt
4 employees with detailed and accurate wage statements (*i.e.* “pay stubs”). Specifically, the
5 statute provides:

6 Every employer shall, semimonthly or at the time of each payment of
7 wages, furnish each of his or her employees, either as a detachable
8 part of the check, draft, or voucher paying the employee’s wages, or
9 separately when wages are paid by personal check or cash, an
10 accurate itemized statement in writing showing (1) gross wages
11 earned, (2) total hours worked by the employee, except for any
12 employee whose compensation is solely based on a salary and who is
13 exempt from payment of overtime under subdivision (a) of Section
14 515 or any applicable order of the Industrial Welfare Commission,
15 (3)) the number of piece-rate units earned and any applicable piece
16 rate if the employee is paid on a piece-rate basis, (4) all deductions,
17 provided that all deductions made on written orders of the employee
18 may be aggregated and shown as one item, (5) net wages earned, (6)
19 the inclusive dates of the period for which the employee is paid, (7)
the name of the employee and only the last four digits of his or her
social security number or an employee identification number other
than a social security number, (8) the name and address of the legal
entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the
employer, 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 and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of
pay and total hours worked for each temporary services assignment.

20 67. For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e) provides
21 that an employee: (a) is entitled to recover the greater of all actual damages or minimum
22 statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for
23 each subsequent violation, up to a maximum of \$4,000.

24 68. Additionally, CAL. LAB. CODE § 1174 provides, “Every person employing
25 labor in this state shall...(c)Keep a record showing the names and addresses of all
26 employees employed and the ages of all minors. (d) Keep, at a central location in the state
27 or at the plants or establishments at which employees are employed, payroll records
28 showing the hours worked daily by and the wages paid to, and the number of piece-rate

1 units earned by and any applicable piece rate paid to, employees employed at the respective
2 plants or establishments....”

3 69. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
4 penalty if they wilfully fail to maintain accurate and complete records as required by
5 sections 1174(c) or (d).

6 70. DEFENDANTS intentionally failed to provide PLAINTIFF, and all aggrieved
7 employees, accurate itemized wage statements, in writing, showing any of the information
8 required by CAL. LAB. CODE § 226. When DEFENDANTS did provide wage statements to
9 PLAINTIFF and all aggrieved employees, the wage statements did not conform with
10 CALIFORNIA LABOR CODE § 226 as those wage statements failed to accurately reflect
11 PLAINTIFF’s and all aggrieved employees’ hours worked, including reporting time wages,
12 missed meal period wages, and misses rest period wages, and failed to state the correct rate
13 of pay.

14 71. PLAINTIFF and all aggrieved employees were damaged by these failures
15 because, among other things, the failures led PLAINTIFF and all aggrieved employees to
16 believe that they were not entitled to be paid for all hours worked even though they were in
17 fact entitled to payment, and because these failures hindered PLAINTIFF and all aggrieved
18 employees from determining the accurate amounts of wages owed to them.

19 72. PLAINTIFF is also informed and believes, and based upon that information
20 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
21 showing the daily hours PLAINTIFF and all aggrieved employees worked and the wages
22 that should have been paid as a result of failing to record hours that PLAINTIFF and all
23 aggrieved employees worked, the waiting time wages that PLAINTIFF and all aggrieved
24 employees were owed, as well as PLAINTIFF’s and all aggrieved employees’ missed meal
25 periods and rest periods.

26 73. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees,
27 seeks damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198.
28

1 PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, additionally
2 seeks reasonable attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ADEQUATE SEATING**

5 **[CAL. LAB. CODE § 1198; 8 CAL. CODE REGS. § 11050(14)]**

6 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
7 **Against All DEFENDANTS)**

8 74. PLAINTIFF repeats and re-alleges paragraphs 1 through 73, inclusive, of this
9 Complaint and they are incorporated herein by this reference.

10 75. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
11 were the joint employers of PLAINTIFF and all aggrieved employees.

12 76. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under conditions
13 of labor that are prohibited by the applicable wage order.

14 77. CAL. LAB. CODE § 1198 provides in relevant part, "...[T]he standard conditions of
15 labor fixed by the commission shall be the...standard conditions of labor for employees. The
16 employment of any employee...under conditions of labor prohibited by the order is unlawful."

17 78. CAL. CODE REGS., Title 8, section 11010(14)(A) provides, "All working employees
18 shall be provided with suitable seats when the nature of the work reasonably permits the use of
19 seats."

20 79. CAL. CODE REGS, Title 8, section 11010(14)(B) provides, "When employees are
21 not engaged in the active duties of their employment and the nature of the work requires
22 standing, an adequate number of suitable seats shall be placed in reasonable proximity to the
23 work area and employees shall be permitted to use such seats when it does not interfere with the
24 performance of their duties."

25 80. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title 8,
26 section 11010(14) because DEFENDANTS failed to provide adequate seating to PLAINTIFF
27 and all aggrieved employees while they were on and off duty. PLAINTIFF and all aggrieved
28

1 employees, who were otherwise required to work standing at all times, were forced to continue
2 to stand during any time that they were not engaged in the active duties of their employment.

3 81. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, seeks all
4 remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title 8,
5 section 11010(14), reasonable attorneys' fees, and costs.

6 **SIXTH CAUSE OF ACTION**
7 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

8 **[CAL. LAB. CODE § 203]**

9 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
10 **Against All DEFENDANTS)**

11 82. PLAINTIFF repeats and re-alleges paragraphs 1 through 81, inclusive, of this
12 Complaint and they are incorporated herein by this reference.

13 83. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
14 were the joint employers of PLAINTIFF and all aggrieved employees.

15 84. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
16 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
17 having a written contract for a definite period is terminated, his or her wages become
18 immediately due and payable.

19 85. CAL. LAB. CODE § 203 (a) provides, "If an employer willfully fails to pay,
20 without abatement or reduction, in accordance with Sections [201 and 202], any wages of
21 an employee who is discharged or who quits, the wages of the employee shall continue as a
22 penalty from the due date thereof at the same rate until paid or until an action therefore is
23 commenced; but the wages shall not continue for more than 30 days."

24 86. PLAINTIFF and all aggrieved employees did not have a written contract for
25 definite terms of employment. DEFENDANTS discharged PLAINTIFF and other aggrieved
26 employees from their employment within the applicable statute of limitations.

27 87. DEFENDANTS willfully failed to pay any wages due to PLAINTIFF for over one
28 week after DEFENDANTS terminated her employment—without abatement or reduction.

1 88. Under CAL. LAB. CODE § 203, PLAINTIFF is entitled to one day's wages for
2 each day she was not timely paid all wages due, up to a maximum of 30 days' wages.
3 Because DEFENDANTS failed to pay reporting-time wages owed, meal-period wages
4 owed, and rest-period wages owed, PLAINTIFF and other aggrieved employees are entitled
5 to and seek 30 days' wages, applicable penalties, reasonable attorneys' fees, and costs.

6 **SEVENTH CAUSE OF ACTION**
7 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

8 **[CAL. LAB. CODE § 558]**

9 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
10 **Against All DEFENDANTS)**

11 89. PLAINTIFF repeats and re-alleges paragraphs 1 through 88, inclusive, of this
12 Complaint and they are incorporated herein by this reference.

13 90. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
14 were the joint employers of PLAINTIFF and all aggrieved employees.

15 91. CAL. LAB. CODE § 558(a) provides, "Any employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or
17 any provision regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
21 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee was underpaid in addition to an amount sufficient to recover
23 underpaid wages." CAL. LAB. CODE § 558(d) provides, "The civil penalties provided for in
24 this section are in addition to any other civil or criminal penalty provided by law."

25 92. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF and
26 all aggrieved employees, by violating various sections of the CAL. LAB. CODE.

27 PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, seeks the
28 remedies set forth in CAL. LAB. CODE § 558.

1 **EIGHTH CAUSE OF ACTION**
2 **FOR UNFAIR COMPETITION**

3 [CAL. BUS. & PROF. CODE § 17200 et seq.]

4 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
5 **Against All DEFENDANTS)**

6 93. PLAINTIFF repeats and re-alleges paragraphs 1 through 92, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 94. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
9 were the joint employers of PLAINTIFF, and all aggrieved employees. DEFENDANTS are
10 also a “person” as that term is defined under CAL. BUS. & PROF. CODE § 17021.

11 95. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any
12 unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
13 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
14 practices by, among other violations, failing to pay reporting time wages to PLAINTIFF
15 and all aggrieved employees; failing to provide compliant meal and rest periods to other
16 aggrieved employees; failing to provide accurate wage statements to PLAINTIFF and all
17 aggrieved employees; failing to provide PLAINTIFF and all aggrieved employees with
18 adequate seating when they were not engaged in the active duties of their work; and failing
19 to provide wages due upon termination of employment to PLAINTIFF and other aggrieved
20 employees under the applicable CAL. LAB. CODE and Industrial Welfare Commission
21 requirements, in violation of CAL. BUS. & PROF. CODE § 17200 et seq., and have thereby
22 deprived PLAINTIFF and all aggrieved employees of fundamental rights and privileges.

23 96. By and through the unfair and unlawful business practices described herein,
24 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
25 and all aggrieved employees, and have deprived them of valuable rights and benefits
26 guaranteed by law, all to the detriment of PLAINTIFF and all aggrieved employees.

27 97. All the acts described herein are violations of, among other things, the CAL.
28 LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5; are

1 unlawful and in violation of public policy; and in addition are immoral, unethical,
2 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
3 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

4 98. PLAINTIFF and all aggrieved employees are entitled to and seek such relief as
5 may be necessary to restore to them the money and property that DEFENDANTS have
6 acquired, or of which PLAINTIFF and all aggrieved employees have been deprived, by
7 means of the above-described unfair and unlawful business practices.

8 99. PLAINTIFF and all aggrieved employees further seek a declaration that the
9 above-described business practices are unfair and unlawful and injunctive relief restraining
10 DEFENDANTS from engaging in any of the above-described unfair and unlawful business
11 practices in the future.

12 100. PLAINTIFF and all aggrieved employees have no plain, speedy, and/or
13 adequate remedy at law to redress the injuries that they have suffered as a consequence of
14 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
15 unlawful business practices described above, PLAINTIFF and all aggrieved employees
16 have suffered and will continue to suffer irreparable harm unless DEFENDANTS are
17 restrained from continuing to engage in these unfair and unlawful business practices. In
18 addition, DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF
19 and all aggrieved employees.

20 **NINTH CAUSE OF ACTION**

21 **FOR PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

22 **[California Labor Code § 2698, *et seq.*]**

23 **(By PLAINTIFF, on Her Own Behalf, and as a Private Attorney General for All**
24 **Aggrieved Employees, and Against All Defendants)**

25 101. PLAINTIFF repeats and re-alleges paragraphs 1 through 100, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 102. CAL. LAB. CODE §§ 2698-2699, The Private Attorneys General Act of 2004
28 expressly establishes that any provision of the CAL. LAB. CODE that provides for a civil

1 penalty to be assessed and collected by the Labor and Workforce Development Agency
2 (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or
3 employees for a violation of the CAL. LAB. CODE, may be recovered through a civil action
4 brought by an aggrieved employee on behalf of himself or herself, and other current or
5 former employees.

6 103. Whenever the LWDA, or any of its departments, divisions, commissions,
7 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
8 action is authorized to exercise the same discretion, subject to the same limitations and
9 conditions, to assess a civil penalty.

10 104. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
11 employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they
12 are all current or former employees of DEFENDANTS, and one or more of the alleged
13 violations was committed against them.

14 105. PLAINTIFF asserts all of her claims in this Complaint on behalf of herself
15 and all aggrieved employees in their capacity as Private Attorneys General, and seeks all
16 statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

17 106. On August 21, 2020, PLAINTIFF gave written notice by certified mail to and
18 Defendants MERCEDES CUBAN GRILL, INC. and MERSEDEH AHRABLOU of the
19 specific code provisions alleged to have been violated, as required by CAL. LAB. CODE §
20 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice” to the Labor and
21 Workforce Development Agency (“LWDA”) through its online portal. PLAINTIFF’s
22 PAGA Notice Letter, September 16, 2020, Amended PAGA Notice Letter, and LWDA
23 Claim Submissions indicated that she, “as an aggrieved employee, on her own behalf and
24 on behalf of other employees of Mersedeh Ahrablou, Mercedes Cuban Grill, Inc., and any
25 other affiliated entity (collectively referred to herein as “**Mercedes**”), intends to seek civil
26 penalties, attorney’s fees, costs, and other available relief for violations of the California
27 Labor Code, which are recoverable under the CALIFORNIA LABOR CODE PRIVATE
28 ATTORNEY GENERAL ACT OF 2004 (“the Act”) (CAL. LABOR CODE §2698 *et. seq.*.” The

1 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
2 expired. As a result, under CAL. LAB. CODE § 2699.3, PLAINTIFF, on behalf of herself and
3 all aggrieved employees, may now commence a representative civil action under CAL. LAB.
4 CODE § 2699 as the proxy of the State of California.

5 107. The policies, acts and practices heretofore described were and are unlawful
6 business acts or practices because DEFENDANTS: (a) failed to pay reporting-time wages
7 to PLAINTIFF and other aggrieved employees; (b) failed to provide meal periods to other
8 aggrieved employees; (c) failed to provide rest periods to PLAINTIFF, and other aggrieved
9 employees; (d) failed to provide accurate itemized wage to PLAINTIFF and other
10 aggrieved employees; (e) failed to provide adequate seating to PLAINTIFF and other
11 aggrieved employees; and (f) failed to timely pay wages to PLAINTIFF and other
12 aggrieved employees, all in violation of the applicable CAL. LAB. CODE sections listed in
13 CAL. LAB. CODE § 2699.5, including but not limited to CAL. LAB. CODE §§ 201, 202, 203,
14 226, 226.7, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, and 1198, which include penalties
15 under CAL. LAB. CODE sections, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 2699 and the
16 applicable Wage Order(s), and thereby giving rise to statutory penalties as a result of such
17 conduct.

18 108. PLAINTIFF, on behalf of herself and all aggrieved employees, seeks
19 recovery of civil penalties as prescribed by the CAL. LAB. CODE Private Attorney General
20 Act of 2004 as the representatives of the State of California for the illegal conduct
21 perpetrated on PLAINTIFF, and all aggrieved employees by DEFENDANTS.

22 **PRAYER**

23 WHEREFORE, PLAINTIFF, on her own behalf and on behalf of all aggrieved
24 employees, prays for judgment against each Defendant, jointly and severally, as follows:

25 **1. ON THE FIRST CAUSE OF ACTION:**

- 26 (a) For reporting time wage compensation and liquidated damages;
27 (b) For an award of interest, including prejudgment interest at the legal
28 rate; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

2. ON THE SECOND, THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES OF ACTION:

(a) For compensatory damages, including lost wages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit, and attorneys' fees.

3. ON THE EIGHTH CAUSE OF ACTION:

(a) For restitution and disgorgement;

(b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the court otherwise deems just and proper; and,

(c) For other injunctive relief ordering DEFENDANTS to notify the Plaintiff and other hourly paid employees of DEFENDANTS that they have not been paid the proper amounts required in accordance with California law.

4. ON THE NINTH CAUSE OF ACTION

(a) For statutory penalties, interest, costs of suit, and attorneys' fees.

5. ON ALL CAUSES OF ACTION:

(a) For reasonable attorneys' fees;

(b) For costs of suit;

(c) For prejudgment interest; and,

(d) For other and further relief that the court deems just and proper.

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Dated: October 27, 2020

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 27, 2020

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff