

1 **PIMENTEL LAW, P.C.**

2 Gabriel J. Pimentel, Esq. (SBN 265328)

3 GJP@PimentelLaw.com

4 Bruce T. Murray, Esq. (SBN 306504)

5 BTM@PimentelLaw.com

6 30 N. Raymond Avenue, Suite 210

7 Pasadena, CA 91103

8 Telephone: (626) 765-6505

9 Fax: (626) 628-3041

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

NOV 05 2020

BY *Elyzabeth Gomez*  
ELYZABETH GOMEZ, DEPUTY

10 **IN THE SUPERIOR COURT OF CALIFORNIA**  
11 **COUNTY OF SAN BERNARDINO, JUSTICE CENTER**

12 JENNIFER KIM, an individual,

13 Plaintiff,

14 vs.

15 ISC GRANITE FACTORY DIRECT, LLC, a  
16 California limited liability company, WEIXIU  
17 ZHUANG, an individual, FUXING QIU, an  
18 individual and DOES 1 through 20 inclusive,

19 Defendants.

Case No. **CIV DS 2024365**

**COMPLAINT FOR:**

1. Retaliation in Violation of Lab. Code § 1102.5;
2. Wrongful Termination in Violation of Public Policy;
3. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
4. Failure to Timely Pay Wages in Violation of Labor Code § 204;
5. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
6. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
7. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
8. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;

BY FAX

9. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;

10. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

11. Unfair Competition in Violation of Labor Code §§17200, et seq.

**Jury Trial Demanded**

1. Plaintiff JENNIFER KIM is informed and believes and thereon alleges as follows:

**PARTIES, VENUE AND JURISDICTION**

2. Plaintiff JENNIFER KIM was at all times relevant hereto a resident of Apple Valley, California.

3. At all relevant times herein, Defendant ISC GRANITE FACTORY DIRECT, LLC was a California limited liability company with its principal place of business in Chino, California.

4. Defendant WEIXIU ZHUANG was at all times relevant herein the Chief Executive Officer and Member of ISC GRANITE FACTORY DIRECT, LLC.

5. Defendant FUXING QIU was at all relevant times herein a Manager, Member and Managing Agent of ISC GRANITE FACTORY DIRECT, LLC.

6. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING QIU and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

7. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING QIU and DOES 1-20 are, in reality, one and the same.

8. ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING QIU and DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

9. The business affairs of ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING QIU and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the

1 same cannot reasonably be segregated, and the same are in inextricable confusion. ISC GRANITE  
2 FACTORY DIRECT, LLC is, and at all times relevant hereto was, used by DOES 1-20, WEIXIU  
3 ZHUANG and FUXING QIU as a mere shell and conduit for the conduct of certain of Defendants' affairs,  
4 and is, and was, the alter ego of DOES 1-20. The recognition of the separate existence of ISC GRANITE  
5 FACTORY DIRECT, LLC would not promote justice, in that it would permit Defendants to insulate  
6 themselves from liability to Plaintiff for violations of state law. The corporate existence of ISC GRANITE  
7 FACTORY DIRECT, LLC and DOES 1-20 should be disregarded in equity and for the ends of justice  
8 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

9       10.     Accordingly, ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING  
10 QIU and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence  
11 must be disregarded.

12       11.     As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
13 thereon alleges that ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, FUXING QIU and  
14 DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents of ISC  
15 GRANITE FACTORY DIRECT, LLC were also employees of WEIXIU ZHUANG, FUXING QIU and  
16 DOES 1-20. ISC GRANITE FACTORY DIRECT, LLC employees performed services for each and every  
17 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of them  
18 as employees, either directly or indirectly, and the manner in which Defendants' business was and is  
19 conducted.

20       12.     The true names and capacities, whether individual, corporate, associate, or otherwise, of  
21 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore  
22 these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to  
23 insert the true names and capacities of these Defendants when they become known to Plaintiff. Plaintiff  
24 is informed and believes and based thereupon alleges, that each of the fictitiously named Defendants is  
25 responsible for the wrongful acts alleged herein and are therefore liable to Plaintiff as alleged hereinafter.

26       13.     Plaintiff is informed and believes and based thereupon alleges, that at all times relevant  
27 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent  
28 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and

1 each of them, and in doing the things alleged herein, were acting at least in part within the course and  
2 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or  
3 joint venture and with the permission and consent of each of the other Defendants.

4 14. Plaintiff is informed and believes and based thereupon alleges, that Defendants, including  
5 those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts  
6 alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts  
7 alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon  
8 alleges, that Defendants, including those defendants named as DOES 1-20 formed and executed a  
9 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with  
10 all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually  
11 causing Plaintiff's harm.

12 15. Whenever and wherever reference is made in this Complaint to any act or failure to act by  
13 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or  
14 failures to act by each Defendant acting individually, jointly and severally.

### 15 **FACTUAL ALLEGATIONS**

16 16. JENNIFER KIM worked as an Interior Designer/Saleswoman for Defendants from January  
17 16, 2020 to May 29, 2020.

18 17. As an employee of ISC GRANITE FACTORY DIRECT, LLC, WEIXIU ZHUANG, and  
19 FUXING QIU, Ms. Kim sold various components of interior design, including granite counter tops.

20 18. Ms. Kim, although a native speaker of Korean, is proficient in English, and therefore she  
21 was able to help many customers in lieu of the Principal and Managers of the LLC, who speak very little  
22 English. Ms. Kim also served Korean customers, using her native Korean.

23 19. Ms. Kim typically worked Monday through Friday, from 8:00 a.m. to 5:00 p.m., plus two  
24 Saturdays per month, from 8: a.m. to 5:00 p.m. She was to be paid \$13 per hour, plus a 1 percent  
25 commission. However, Defendants often did not pay her for the total time worked, and they often failed  
26 to pay her commissions. When Defendants did pay Ms. Kim, they paid a portion of her wages by check  
27 and another portion in cash.

28 20. Ms. Kim complained to FUXING QIU about the lack of pay and underpay; but upon her

1 complaint, FUXING QIU told Ms. Kim that her employment was being terminated. FUXING QIU  
2 provided no reason for terminating Ms. Kim.

3 21. Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
4 Defendants' officers, directors and/or managing agents, including, but not limited to those identified  
5 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or  
6 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was  
7 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and  
8 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by  
9 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified  
10 and designated herein as DOES 1 through 20, inclusive.

11 22. As a result of Defendants' actions, Plaintiff has or will suffer general and special damages,  
12 including emotional distress and past and future lost wages and benefits.

13 23. The foregoing conduct of Defendants individually, or by and through their officers,  
14 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff, was  
15 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of  
16 Plaintiff, and subjected her to cruel and unjust hardship in conscious disregard of her rights such as to  
17 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive  
18 damages in an amount appropriate to punish and deter Defendants.

19 **FIRST CAUSE OF ACTION**

20 **RETALIATION IN VIOLATION OF LAB. CODE § 1102.5;**

21 **(AGAINST ALL DEFENDANTS)**

22 24. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
23 fully set forth herein.

24 25. "An employer, or any person acting on behalf of the employer, shall not retaliate against  
25 an employee for refusing to participate in an activity that would result in a violation of state or federal  
26 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Cal. Lab. Code  
27 § 1102.5 (c).

28 26. Here, as detailed above, Ms. Kim complained to FUXING QIU about the lack of pay and

1 underpay; but upon her complaint, FUXING QIU told Ms. Kim that her employment was being  
2 terminated.

3 27. Although FUXING QIU provided no reason for terminating Ms. Kim, the circumstances  
4 of the termination immediately following Ms. Kim's complaints clearly indicate that the termination was  
5 in response to Ms. Kim's complaints about wage & hour issues.

6 28. Defendants retaliated against Ms. Kim for her complaints about Wage & Hour violations,  
7 in direct contravention of Cal. Lab. Code § 1102.5 (c).

8 29. Defendants' retaliation was carried out by the wrongful termination of Plaintiff's  
9 employment, and such retaliation was a proximate cause in Plaintiff's damages as stated herein.

10 **SECOND CAUSE OF ACTION**

11 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

12 **(AGAINST ALL DEFENDANTS)**

13 30. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
14 fully set forth herein.

15 31. California's wage and hour laws embody a fundamental public policy of the state, such that  
16 termination for reporting violations of labor laws constitutes wrongful termination in violation of public  
17 policy. *Sillah v. Command International Security Services*, 154 F.Supp.3d 891 (N.D. Cal. 2015).

18 32. "When an employee is discharged in violation of fundamental principles of public policy,  
19 the employee may maintain a tort action and recover damages traditionally available in such actions. The  
20 court has recognized four sources of public policy to support such claims: the employee (1) refused to  
21 violate a statute; (2) performed a statutory obligation; (3) exercised a constitutional or statutory right or  
22 privilege; or (4) reported a statutory violation for the public's benefit." *Grinzi v. San Diego Hospice Corp.*,  
23 120 Cal.App.4th 72, 79 (2004).

24 33. At all times relevant herein, it was a fundamental policy of the State of California to allow  
25 its citizens exercise their statutory right to assert their rights under the Labor Code and to express  
26 opposition to statutory violations of labor laws.

27 34. At all relevant times herein, this public policy was not only fundamental, but also  
28 substantial, and well-established.

35. Here, Ms. Kim believes and thereon alleges that her complaints regarding lack of pay by Defendants – in contravention of the requirements of the Labor Code – were substantial motivating factors in Defendants’ conduct as alleged hereinabove.

36. Such retaliation, resulting in the wrongful termination of Plaintiff's employment on the basis of her requesting pay, was a proximate cause in Plaintiff's damages as stated below.

37. The above said acts of Defendants constitute a violation of the public policy of the State of California embodied in the California Labor Code. Defendants violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation for exercise of protected rights.

38. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's exercise of her statutory right to oppose violations of labor laws was a proximate cause in Plaintiff's damages as stated below.

### THIRD CAUSE OF ACTION

## WILLFUL FAILURE TO PAY WAGES

**IN VIOLATION OF LABOR CODE §§ 201-203**

**(AGAINST ALL DEFENDANTS)**

39. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

40. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Lab. Code § 201.

41. “If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced.” Lab. Code § 203.

42. “A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due.” Cal. Code Regs. tit. 8 § 13520.

43. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

44. Here, after FUXING QIU discharged Ms. Kim for complaining about lack of pay, Qiu paid Ms. Kim \$1,175.25, which would cover her work from May 15 to May 29. But Defendants also owed Ms.

1 Kim pay from previous pay periods, and Defendants did not pay her for that time worked.

2 45. At no time since Plaintiff's separation of employment did Defendants pay Ms. Kim's wait-  
3 time penalties as required by Labor Code § 203.

4 46. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages upon  
5 her separation of employment, Plaintiff incurred wait-time penalties in an amount equal to her daily rate  
6 of pay over the period that the wages were not paid in an amount subject to proof at trial.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES**

9 **IN VIOLATION OF LABOR CODE § 204**

10 **(AGAINST ALL DEFENDANTS)**

11 47. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
12 fully set forth herein.

13 48. "All wages ... earned by any person in any employment are due and payable twice during  
14 each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The  
15 requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or  
16 semimonthly payroll if the wages are paid not more than seven calendar days following the close of the  
17 payroll period." Lab. Code § 204.

18 49. "In addition to, and entirely independent and apart from, any other penalty provided in this  
19 article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall  
20 be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure  
21 to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two  
22 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully  
23 withheld." Lab. Code § 210.

24 50. Here, Defendants frequently paid employees, including Ms. Kim, late – more than seven  
25 days after the close of her pay period. Sometimes Ms. Kim and her co-workers had to wait an entire month  
26 to get paid. Ms. Kim complained to Defendants about not getting paid on time, but the problem persisted.

27 51. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff by  
28 the seventh calendar day following the close of the payroll period. Indeed, as discussed herein, Plaintiff is

1 owed wages for unpaid minimum wage and meal periods. At no time during her employment were these  
2 outstanding sums ever paid to her. Instead, these outstanding sums continued to accumulate every pay  
3 period. Therefore, Plaintiff was not paid all wages earned by the seventh calendar day following the close  
4 of her pay periods.

5 52. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff is  
6 entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

9 **AND MAINTAIN ACCURATE PAY RECORDS**

10 **IN VIOLATION OF LABOR CODE §§ 226, 1174 and 1198**

11 **(AGAINST ALL DEFENDANTS)**

12 53. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
13 fully set forth herein.

14 54. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-  
15 exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross  
16 wages, total deductions net wages earned and name of the employer. An employer who violates these code  
17 sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00  
18 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for  
19 each subsequent pay period, up to a statutory maximum of \$4,000.00.

20 55. Here, Defendants failed to furnish its employees, including Ms. Kim, complete wage  
21 statements. The statements failed to provide – as numbered in the statute – (2) total hours worked by the  
22 employee, (9) all applicable hourly rates in effect during the pay period and the corresponding number of  
23 hours worked at each hourly rate by the employee. Nor do the statements provided by Defendants include  
24 any listing or calculation of commissions. Because of these omissions, Ms. Kim had to spend substantial  
25 time documenting her work time, and lack of pay.

26 56. Defendants' failure to furnish wage statements to its employees violates Cal. Lab. Code §  
27 226 (a).

28 57. Because Defendants failed to document and deducted time worked from Plaintiff's wage

1 statements and employment records for meal periods she did not actually receive, Defendants unlawfully  
2 deducted wages earned and meal period premiums that should have been paid. Thus, Defendants did not  
3 furnish wage statements to Plaintiff containing the correct amount of gross wages earned in violation of  
4 Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct  
5 amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked  
6 at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

7       58. To the extent that Defendants paid any meal break premium and/or rest break premium  
8 payments, Defendants failed to identify such payments on Plaintiff's wage statements and employment  
9 records, and Defendants otherwise failed to provide information on the wage statements sufficient to  
10 identify how many premium payments were paid during each pay period, the specific dates worked giving  
11 rise to the premium payments owed, or to determine whether such premium payments adequately and/or  
12 accurately compensated Plaintiff for any and all premiums owed.

13       59. Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time  
14 records showing when the employee begins and ends each work period and meal period, as well as the  
15 total daily hours worked, total wages paid each payroll period, total hours worked in the payroll period  
16 and applicable rates of pay.

17       60. California Labor Code section 1174 (d) provides that “every person employing labor in  
18 this state shall ... keep a record showing the names and addresses of all employees employed and the ages  
19 of all minors” and “keep, at a central location in the state or at the plants or establishments at which  
20 employees are employed, payroll records showing the hours worked daily by and the wages paid to, and  
21 the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the  
22 respective plants or establishments...”

23       61. At all relevant times, Defendants willfully failed to keep records of meal period start and  
24 stop times, shift start and stop times, total hours worked in the payroll period and applicable hourly rates  
25 of pay for Plaintiff as a result of failing to record the off-the-clock hours she worked during her unpaid  
26 meal and rest periods in violation of section 1198 and 1174 (d).

27       62. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an  
28 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the

1 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a natural  
2 person who is an owner, director, officer, or managing agent of the employer.

3 63. Plaintiff is entitled to recover from Defendants the greater of her actual damages caused by  
4 Defendants’ failure to comply with California Labor Code section 226 (a), or an aggregate penalty not  
5 exceeding \$4,000 as well as attorneys’ fees and costs.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **LABOR CODE §§ 226.7 and 1198**

9 **(AGAINST ALL DEFENDANTS)**

10 64. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
11 fully set forth herein.

12 65. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage Orders  
13 were applicable to Plaintiff’s employment with Defendants.

14 66. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order  
15 provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be taken  
16 in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided  
17 for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute  
18 net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours,  
19 and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior*  
20 *Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–2001, §§11–12 (A); 8 Cal Code  
21 Regs §§11010-11160.

22 67. To comply with its obligation to provide rest periods under California Labor Code section  
23 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees  
24 spend their break time, and relieve their employees of all duties — including the obligation that an  
25 employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security*  
26 *Services, Inc.*, 2 Cal. 5<sup>th</sup> 257, 269-70 (2016).

27 68. “An employer shall not require an employee to work during a rest ... period mandated  
28 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare

1 Commission .... If an employer fails to provide an employee a rest ... period in accordance with a state  
2 law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the  
3 Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the  
4 employee's regular rate of compensation for each workday that the rest ... period is not provided." Lab.  
5 Code § 226.7 (b)-(c).

6 69. Here, Defendants did not allow Ms. Kim to take rest periods. Just as her meal periods  
7 were interrupted due to the demands based on her English-speaking ability, Ms. Kim was also not  
8 permitted to take rest periods, since the management could not speak English sufficiently to assist  
9 customers.

10 70. Defendants' company-wide policy and practice of understaffing while simultaneously  
11 assigning demanding workloads, prevented employees from being relieved of all duty in order to take  
12 compliant rest periods.

13 71. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,  
14 employees missed their rest breaks, would be required to take them late, or would have their rest breaks  
15 interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest  
16 periods and instead would be required to continue working.

17 72. Plaintiff worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10  
18 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

19 73. Defendants have also engaged in a systematic, company-wide practice and/or policy of not  
20 paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Defendants  
21 denied Plaintiff rest periods and failed to pay her rest period premium wages due, in violation of Labor  
22 Code section 226.7 and the applicable IWC Wage Order.

23 74. As alleged herein, Plaintiff is not exempt from the rest period requirements of the  
24 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff is  
25 owed one hour of pay at her regularly hourly rate then in effect for each day that she was denied such a  
26 rest period pursuant to Labor Code §§ 226.7, plus interest thereon and costs of suit in an amount subject  
27 to proof at trial.  
28

**SEVENTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL PERIODS**  
**LABOR CODE §§ 226.7, 512 (a) and 1198**  
**(AGAINST ALL DEFENDANTS)**

75. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

76. “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs § 11170, § 9.

77. “An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission .... If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

78. Here, Ms. Kim’s meal periods were often interrupted. Because of WEIXIU ZHUANG’s lack of English skills, he was unable to serve customers while Ms. Kim was on her meal period. Therefore Ms. Kim was often called upon to help customers during her meal period.

79. At all relevant times herein, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal

1 periods to which they were entitled. Additionally, Defendants had no policy and/or practice of scheduling  
2 meal periods for employees. As a result of Defendants' policies and/or practices, employees had to work  
3 through some or all of their meal periods, have their meal periods interrupted to return to work, and/or  
4 wait extended periods of time before taking meal periods.

5 80. At all relevant times, Plaintiff regularly worked more than five hours per day, and was  
6 thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

7 81. At all relevant times, Defendants failed and refused to provide Plaintiff with uninterrupted  
8 meal periods during her work shifts, and failed to compensate her for missed meal periods, as required by  
9 Labor Code §§ 226.7, 512, and 1198 as well as the applicable sections of the Code of Regulations and  
10 Industrial Welfare Commission Orders.

11 82. Plaintiff is also informed and believe that Defendants engaged in a systematic, company-  
12 wide practice and/or policy of not paying meal period premiums to employees regardless of whether they  
13 were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code  
14 sections 226.7 and 512 (a). As a result, Defendants failed to provide Plaintiff compliant meal periods in  
15 violation of California Labor Code sections 226.7 and 512 and failed to pay the full meal period premiums  
16 due.

17 83. As alleged herein, Plaintiff is not exempt from the meal period requirements of the  
18 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff is  
19 owed one hour of pay at her regular hourly rate for each day that she was denied such meal periods.

20 84. At all relevant times, Defendants failed to provide Plaintiff with the statutory meal period  
21 for those days on which she worked at least five hours. Consequently, Plaintiff is owed one hour of pay  
22 at her regularly hourly rate then in effect for each day that she was denied such a meal period pursuant to  
23 Labor Code §§ 226.7 and 512, plus interest thereon and costs of suit in an amount subject to proof at trial.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO PAY MINIMUM WAGE**

26 **IN VIOLATION OF LABOR CODE § 1197**

27 **(AGAINST ALL DEFENDANTS)**

28 85. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though

1 fully set forth herein.

2 86. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and  
3 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to  
4 employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work  
5 time is defined by the applicable wage order as “the time during which an employee is subject to the  
6 control of an employer, and includes all the time the employee is suffered or permitted to work, whether  
7 or not required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G).

8 87. At all times relevant to this suit, the minimum wage applicable to Plaintiff was \$13 per  
9 hour, as codified in Cal. Lab. Code § 1182.12.

10 88. Here, Defendants failed to pay Ms. Kim for entire days. They did not pay her for the days  
11 that she worked, from May 11-15, nor did they pay commission for her sales on those dates.

12 89. In April, 2020, due to the COVID-crisis, Defendants promised to pay Ms. Kim a 5 percent  
13 commission. Defendants paid this commission from April 1-10, but they did not pay Ms. Kim any  
14 commission – either 5 percent or 1 percent – from April 11 through May 11. Ms. Kim brought up the issue  
15 of lack of pay with FUXING QIU, but Ms. Kim alleges that FUXING QIU ignored her.

16 90. By failing to pay Ms. Kim for entire workdays, Defendants failed to pay the required  
17 minimum wage, as required by Cal. Lab. Code § 1182.12 and § 1194.

18 91. At all relevant times, Defendants failed and refused to pay Plaintiff the legal minimum  
19 wage in the State of California, as set forth in Industrial Welfare Commission Order No. 4-2001 and  
20 California Labor Code §§ 1182.12, 1194, 1194.2 and 1197.

21 92. Due to Defendants’ company-wide scheduling practices and policies, Plaintiff was forced  
22 to forego meal periods and/or have her meal periods interrupted by work, and was not relieved of all  
23 duties for unpaid meal periods, in order to meet her deadlines and handle her workload. Defendants did  
24 not pay minimum wages for meal periods Plaintiff worked through that qualified for premium payment.  
25 Defendants did not pay Plaintiff for the time she continued to perform her duties during her meal periods.

26 93. Defendants had no policy and/or practice for scheduling second meal periods for  
27 employees or for authorizing and permitting employees to take second 30-minute meal periods on days  
28 they worked in excess of 10 hours in one day. As a result, Defendants did not provide Plaintiff with all

1 second 30-minute meal periods to which she was entitled.

2 94. Defendants did not pay at least minimum wages for all hours worked by Plaintiff. To the  
3 extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not  
4 pay at least minimum wages for those hours Plaintiff worked off-the-clock in violation of California  
5 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Defendants regularly failed  
6 to pay at least minimum wages to Plaintiff for all of the hours she worked. Defendants' failure to pay  
7 Plaintiff violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

8 95. Defendants failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful  
9 and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff in a civil action for the  
10 unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the  
11 straight time compensation paid and applicable minimum wage, including interest thereon.

12 96. Pursuant to Labor Code §1194, Plaintiff is entitled to an award of reasonable attorneys'  
13 fees and costs incurred in this action.

14 97. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated  
15 damages in an amount equal to the minimum wages unlawfully unpaid in the amount according to proof  
16 at trial.

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME WAGE**

19 **IN VIOLATION OF LABOR CODE § 510**

20 **(AGAINST ALL DEFENDANTS)**

21 98. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
22 fully set forth herein.

23 99. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor  
24 that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard  
25 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees.  
26 The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

27 100. Labor Code § 510 and the applicable IWC Wage Order required Defendants to pay  
28 employees a rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a

1 workweek. Labor Code § 510 and the applicable IWC Wage Order further required Defendants to pay  
2 employees working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular  
3 rate of pay, and 2 times their regular rate of pay for all hours worked in excess of 8 hours on the seventh  
4 consecutive day of a work in a workweek.

5 101. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor  
6 Code §510, 8 Code Regulations §§11010-11160, and the applicable IWC Wage Order.

7 102. Throughout her employment with Defendants, Ms. Kim worked Monday through Friday,  
8 from 8:00 a.m. to 5:00 p.m., plus two Saturdays per month, from 8:00 a.m. to 5:00 p.m. However, she was  
9 not paid overtime for her additional weekend hours. Defendants thus violated statute and regulation, the  
10 Labor Code and the IWC.

11 103. At all relevant times, Defendants willfully failed to pay all overtime wages owed to  
12 Plaintiff. At all relevant times, Plaintiff was not paid overtime premiums for all of the hours she worked  
13 in excess of 8 hours in a day and/or in excess of 40 hours in a week.

14 104. At all relevant times herein, Defendants had, and continue to have, a company-wide policy  
15 of failing to implement any policies to authorize and permit employees to take compliant meal periods  
16 and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by  
17 assigning them a heavy workload and understaffing their facilities.

18 105. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods even  
19 though they are aware that employees are entitled to such meal periods. As a result of this company-wide  
20 understaffing of its facilities and failure to schedule meal periods, Plaintiff was not always authorized  
21 and permitted to take uninterrupted 30-minute meal periods during shifts to which she was entitled to  
22 receive a meal period. For example, Plaintiff regularly worked through meal periods and had meal periods  
23 interrupted by supervisors and by work to meet expected targets.

24 106. Defendants knew or should have known that, as a result of their policies and practices,  
25 Plaintiff was performing some of her assigned duties off-the-clock and/or during unpaid meal periods,  
26 and was suffered or permitted to perform work for which she was not paid. Because Plaintiff worked  
27 shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work  
28 qualified for overtime premium pay. Therefore, Plaintiff was not paid overtime wages for all of the

1 overtime hours she actually worked. To the extent Plaintiff worked shifts in excess of 12 hours a day, or  
2 in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff was not paid  
3 double time wages for all overtime hours she actually worked.

4 107. Defendants' failure to pay Plaintiff the balance of overtime compensation, as required by  
5 California law, violates the provisions of California Labor Code §§ 510 and 1198. Pursuant to California  
6 Labor Code § 1194, Plaintiff is entitled to recover her unpaid overtime compensation, as well as interest,  
7 costs, and attorneys' fees.

8 108. Labor Code §558 (a) requires that any person acting on behalf of an employer who violates,  
9 or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each underpaid  
10 employee for each pay period in which the employee was underpaid in addition to an amount sufficient to  
11 recover underpaid wages. Also, Labor Code §558 (a) for each subsequent violation, the person acting on  
12 behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period  
13 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages

14 109. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties in  
15 this amount stated above based upon Defendants' underpayment of overtime wages. Defendants violated  
16 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this complaint,  
17 the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized  
18 \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven at trial.

19 **TENTH CAUSE OF ACTION**

20 **CIVIL PENALTIES IN VIOLATION OF**

21 **LABOR CODE § 2699, ET SEQ.**

22 110. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an action  
23 against Defendants, on behalf of herself and other current or former employees, seeking civil penalties for  
24 defendants' violations of the California Labor Code.

25 111. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq. by  
26 virtue of the numerous Labor Code violations she was subjected to as plead herein.

27 112. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings this  
28 enforcement action to all of the Labor Code violations plead herein, including failing to pay minimum

1 wages in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in  
2 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain accurate  
3 pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in violation of §§  
4 226.7, 512 (a), and 1198, failing to provide rest periods in violation of Labor Code §§ 226.7 and 1198,  
5 failure to timely pay wages in violation of Labor Code § 204 and willful failure to pay wages in violation  
6 of Labor Code § 201-203.

7 113. On August 13, 2020, Plaintiff provided written notice by online filing with the Labor and  
8 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the  
9 Labor Code alleged to have been violated, including the facts and theories to support the alleged violation,  
10 as required by Labor Code § 2699.3 (a) (1) (A).

11 114. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and  
12 Workforce Development Agency of its intent to pursue an action against Defendants.

13 115. As a direct and proximate result of Defendants' California Labor Code violations as set  
14 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for  
15 the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation,  
16 pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty,  
17 and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

18 116. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered  
19 civil penalties.

20 **ELEVENTH CAUSE OF ACTION**  
21 **UNFAIR COMPETITION IN VIOLATION OF**  
22 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**  
23 **(AGAINST ALL DEFENDANTS)**

24 117. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though  
25 fully set forth herein.

26 118. Defendants are a "person" as defined by California Business & Professions Code sections  
27 17201.

28 119. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and

1 harmful to Plaintiff and to the general public. Plaintiff has suffered injury in fact and has lost money as a  
2 result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the  
3 public interest within the meaning of Code of Civil Procedure section 1021.5.

4 120. A violation of California Business & Professions Code sections 17200, *et seq.* may be  
5 predicated on the violation of any state or federal law.

6 121. Defendants' failure to obey the wage and hour laws plead herein, including violations of  
7 the Labor Code, Code of Regulations and Wage Orders, constitute unfair business practices in violation  
8 of Business & Professions Code §§17200, *et seq.*

9 122. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits  
10 and illegal profits at the expense of Plaintiff and members of the public.

11 123. Pursuant to California Business & Professions Code sections 17200 *et seq.* Plaintiff is  
12 entitled to restitution of the wages withheld and retained by Defendants during a period that commences  
13 four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all  
14 outstanding wages due to Plaintiff and aggrieved employees; and an award of attorneys' fees pursuant to  
15 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

16 **PRAYER FOR RELIEF**

17 Plaintiff prays for relief and judgment against Defendants as follows:

18 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of  
19 \$25,000, exclusive of interest and costs.

20 **As to the First Cause of Action**

21 **(Retaliation)**

22 2. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. Code §  
23 1102.5 by unlawfully terminating Plaintiff in retaliation for engaging in protected activity;

24 3. For damages as a result of injuries caused by Defendants' retaliation, including past lost  
25 and future lost wages, general damages and punitive damages as allowed under common law, Cal. Lab.  
26 Code §§ 1102.5, 1105 and Cal. Civ. Code § 3294, in an amount according to proof;

27 4. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as  
28 otherwise provided by law; and

1           5.     For such other relief that the Court deems just and appropriate.

2                               **As to the Second Cause of Action**

3                               **(Violation of Public Policy)**

4           6.     That the Court declare, adjudge, and decree that Defendants violated the public policy of  
5 the State of California embodied in the California Labor Code by terminating Plaintiff for engaging in  
6 protected activity;

7           7.     For damages as a result of injuries caused by Defendants' violation of public policy,  
8 including past lost and future lost wages, general damages and punitive damages as allowed under  
9 common law and Cal. Civ. Code § 3294, in an amount according to proof;

10          8.     For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as  
11 otherwise provided by law; and

12          9.     For such other relief that the Court deems just and appropriate.

13                               **As to the Third Cause of Action**

14                               **(Willful Failure to Pay Wages)**

15          10.    That the Court declare, adjudge, and decree that Defendants violated California Labor  
16 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay  
17 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge or  
18 within 72 hours of their resignation;

19          11.    For wait time penalties pursuant to Labor Code § 203;

20          12.    For all actual, consequential, and incidental losses and damages, according to proof;

21          13.    For pre-judgment interest on any unpaid wages from the date such amounts were due, or  
22 as otherwise provided by law;

23          14.    For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as  
24 otherwise provided by law; and

25          15.    For such other relief that the Court deems just and appropriate.

26                               **As to the Fourth Cause of Action**

27                               **(Failure to Timely Pay Wages)**

28          16.    That the Court declare, adjudge, and decree that Defendants violated California Labor

1 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay  
2 wages to Plaintiff and class members;

3 17. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully  
4 withheld from Plaintiff and class members;

5 18. For all actual, consequential, and incidental losses and damages, according to proof;

6 19. For pre-judgment interest on any unpaid wages from the date such amounts were due, or  
7 as otherwise provided by law;

8 20. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as  
9 otherwise provided by law; and

10 21. For such other relief that the Court deems just and appropriate.

11 **As to the Fifth Cause of Action**

12 **(Noncompliant Wage Statements and Payroll Records)**

13 22. That the Court adjudge, declare and decree that Defendants violated Labor Code §§ 226  
14 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished  
15 compliant, accurate itemized wage statements to Plaintiff and for failure to keep accurate payroll records;

16 23. For consequential and incidental losses and damages according to proof;

17 24. For injunctive relief pursuant to Labor Code § 226 (h);

18 25. For statutory penalties pursuant to Labor Code § 226 (e);

19 26. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the rights  
20 granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

21 27. For such other relief that the Court deems just and appropriate.

22 **As to the Sixth Cause of Action**

23 **(Failure to Provide Rest Periods)**

24 28. That the Court declare, adjudge, and decree that Defendants violated California Labor  
25 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to  
26 provide all rest periods to Plaintiff;

27 29. That the Court make an award to Plaintiff of one hour of pay at her regular rate of pay for  
28 each workday that a rest period was not provided;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For premiums pursuant to California Labor Code section 226.7 (b);

32. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

33. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

34. For such other relief that the Court deems just and appropriate.

### As to the Seventh Cause of Action

**(Failure to Provide Meal Periods)**

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to provide all meal periods to Plaintiff;

36. That the Court make an award to the Plaintiff of one hour of pay at her regular rate of pay for each workday that a meal period was not provided;

37. For all actual, consequential, and incidental losses and damages, according to proof;

38. For premiums pursuant to California Labor Code section 226.7 (b);

39. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other relief that the Court deems just and appropriate.

### As to the Eighth Cause of Action

**(Unpaid Minimum Wages)**

42. That the Court adjudge, declare and decree that Defendants violated Labor Code §§ 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully failing to pay minimum wages to Plaintiff and class members;

43. For payment of unpaid wages in an amount subject to proof;

44. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,

1 plus interest;

2 45. For prejudgment interest at the legal rate from the date the obligation became due through  
3 the date of judgment in this matter;

4 46. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the rights  
5 granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant to Labor Code § 1194 (a); and

6 47. For such other relief that the Court deems just and appropriate.

7 **As to the Eighth Cause of Action**

8 **(Unpaid Overtime)**

9 48. That the Court adjudge, declare and decree that Defendants violated Labor Code §§ 510  
10 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay overtime  
11 wages to Plaintiff;

12 49. For payment of unpaid overtime wages in an amount subject to proof;

13 50. For prejudgment interest at the legal rate from the date the obligation became due through  
14 the date of judgment in this matter;

15 51. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the rights  
16 granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194 (a); and

17 52. For such other relief that the Court deems just and appropriate.

18 **As to the Tenth Cause of Action**

19 **(Civil Penalties under the PAGA)**

20 53. That the Court declare, adjudge, and decree that Defendants violated all California Labor  
21 Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12,  
22 1194, 1197, 1197.1 and 1198;

23 54. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or 2699  
24 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor Code §§  
25 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1 and 1198;

26 55. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any  
27 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead  
28 herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1 and

1 1198;

2 56. For pre-judgment and post-judgment interest as provided by law; and

3 57. For such other and further relief as the Court deems just and appropriate.

4 **As to the Eleventh Cause of Action**

5 **(Unfair Competition)**

6 58. That the employment practices engaged in by Defendant as plead herein, including  
7 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair business  
8 practices in violation of Business & Professions Code §§17200, et seq.;

9 59. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such  
10 amounts were due and payable;

11 60. For the appointment of a receiver to receive, manage and distribute any and all funds  
12 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result  
13 of violations of California Business & Professions Code sections 17200, et seq.;

14 61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code  
15 of Civil Procedure § 1021.5; and

16 62. For such other and further relief as the Court deems just and appropriate.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all issues.

19 **PIMENTEL LAW, P.C.**

20  
21 Dated: November 5, 2020

22 By:   
23 Bruce T. Murray, Esq.  
24 Attorney for Plaintiff  
25  
26  
27  
28