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of herself and all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JAZMIN NINO ZAVALA, on behalf of  
herself and all others similarly situated and  
aggrieved,

Plaintiff,

v.

PLS CHECK CASHERS OF CALIFORNIA,  
INC., a California corporation; and DOES 1  
through 100, inclusive,

Defendants.

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

NOV 06 2020

Sherri K. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

CASE NO.: **20STCV42586**

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION;
10. PENALTIES UNDER LABOR CODE § 210;
11. PENALTIES UNDER LABOR CODE § 226.3;
12. VIOLATION OF LABOR CODE § 558;
13. VIOLATION OF LABOR CODE § 1197.1; and
14. PENALTIES UNDER LABOR CODE § 2699

**DEMAND FOR JURY TRIAL**

[Amount in Controversy Exceeds \$25,000]

COMES NOW plaintiff JAZMIN NINO ZAVALA ("Plaintiff"), on behalf of herself and all others similarly situated and aggrieved.

## **GENERAL ALLEGATIONS**

### **INTRODUCTION**

1. This is a Class Action and a representative action, pursuant to Code of Civil Procedure section 382 and the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against PLS CHECK CASHERS OF CALIFORNIA, INC., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("PLS CHECK") (collectively with PLS CHECK, and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

### **PARTIES**

#### **A. Plaintiff**

2. Plaintiff, JAZMIN NINO ZAVALA, is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, performing customer service activities. Plaintiff worked for Defendants from approximately January 2017 through July 2020.

#### **B. Defendants**

3. Plaintiff is informed and believes and based thereon alleges that defendant PLS CHECK is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated

1 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.  
2 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of  
3 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is  
4 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent  
5 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or  
6 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the  
7 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall  
8 include PLS CHECK, and any of their parent, subsidiary, or affiliated companies within the State  
9 of California, as well DOES 1 through 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

11 5. Plaintiff is informed and believes and based thereon alleges that all the times  
12 mentioned herein, each of the Defendants was the agent, principal, employee, employer,  
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or  
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,  
15 employment, joint venture, and conspiracy.

16 6. All of the acts and conduct described herein of each and every corporate defendant  
17 was duly authorized, ordered, and directed by the respective and collective defendant corporate  
18 employers, and the officers and management-level employees of said corporate employers. In  
19 addition thereto, said corporate employers participated in the aforementioned acts and conduct of  
20 their said employees, agents, and representatives, and each of them; and upon completion of the  
21 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant  
22 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,  
23 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the  
24 aforementioned corporate employees, agents and representatives.

25 7. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
26 thereon alleges that Defendants, and each of them, are joint employers.

27 ///

28 ///

**JURISDICTION**

8. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

9. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; the unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within Los Angeles County and the State of California, and because Defendants employ numerous Class Members in Los Angeles County and the State of California.

10. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the PAGA, as a proxy for the Labor and Workforce Development Agency of the State of California (“LWDA”), plus reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former employees of Defendants during the Civil Penalty Period, as further defined herein.

11. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

12. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

13. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

14. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On or around August 13, 2020, Plaintiff gave written notice online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested, to Defendants.

15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the August 13, 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

## FACTUAL BACKGROUND

16. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have failed to pay all overtime wages due to Plaintiff and Class Members as a result of, including but not limited to, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week or seven (7) consecutive work days in a work week without being properly compensated for the hours worked in excess of (8) hours per day, forty (40) hours per week, or seven (7) consecutive work days in a workweek at the proper overtime rate of pay by, among other things, failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to begin working before clocking in and after clocking out, and to clock out for meal periods and continue working; and paying overtime hours at the regular or otherwise improper rates of pay, to the detriment of Plaintiff and Class Members.

17. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have failed to pay all minimum wages due to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things,

1 Defendants failing to accurately track and/or pay for all hours actually worked at their regular rate  
2 of pay that is above the minimum wage; and engaging, suffering, or permitting employees to work  
3 off the clock, including, without limitation, by requiring employees to begin working before  
4 clocking in and after clocking out, and to clock out for meal periods and continue working, to the  
5 detriment of Plaintiff and Class Members.

6 18. For at least four (4) years prior to the filing of this Action and continuing to the  
7 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, a full,  
8 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five  
9 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which  
10 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such  
11 unprovided meal periods as required by California wage and hour laws.

12 19. For at least four (4) years prior to the filing of this Action and continuing to the  
13 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of  
14 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction  
15 thereof and failed to provide compensation for such unprovided rest periods as required by  
16 California wage and hour laws.

17 20. For at least three (3) years prior to the filing of this Action and continuing to the  
18 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full  
19 amount of their wages owed to them upon termination and/or resignation as required by Labor Code  
20 sections 201 and 202.

21 21. For at least one (1) year prior to the filing of this Action and continuing to the present,  
22 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with  
23 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages  
24 earned; all applicable hourly rates in effect during the pay period and the corresponding number of  
25 hours worked at each hourly rate; and other such information as required by Labor Code section  
26 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with  
27 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

28 22. For at least one (1) year prior to the filing of this action and continuing to the present,

1 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full  
2 amount of their wages for labor performed in a timely fashion as required under Labor Code section  
3 204.

4 23. For at least three (3) years prior to the filing of this Action and continuing to the  
5 present, Defendants have, at times, failed to indemnify Plaintiff and Class Members, or some of  
6 them, for the costs incurred for, including but not limited to, the purchase of mandatory uniforms  
7 and the separate laundering of mandatory uniforms, in furtherance of their work duties, in violation  
8 of, among other authorities, Labor Code section 2802.

9 24. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to  
10 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)  
11 prohibiting Defendants from further violating the Labor Code and requiring the establishment of  
12 appropriate and effective means to prevent further violations, as well as all monies owed but  
13 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as  
14 restitution of amounts owed.

15 25. At all relevant times mentioned herein, Defendants, at times, failed to provide  
16 Plaintiff and other aggrieved employees with, or permit them inspection of, records pertaining to  
17 their employment, including wage statements and similar payroll documents under Labor Code  
18 section 226, documents signed to obtain or hold employment under Labor Code section 432,  
19 personnel records under Labor Code section 1198.5, and time records under Labor Code section  
20 1174, to the detriment of Plaintiff and all other aggrieved employees. As a result of these occasional  
21 violations, Defendants are liable for civil penalties pursuant to Labor Code sections 558 and 2699.

22 26. At all relevant times mentioned herein, Defendants have had a policy or practice of  
23 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft  
24 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved  
25 employees with the rates of pay and overtime rates of pay applicable to their employment;  
26 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the  
27 name, address, and telephone number of the workers' compensation insurance carrier; information  
28 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants

1 under Labor Code section 2810.5.

2 27. At all relevant times mentioned herein, Defendants occasionally failed to provide  
3 Plaintiff and other aggrieved employees with the amount of paid sick leave required to be provided  
4 pursuant to California law, and also did not permit its use upon request as contemplated under  
5 California laws, to the detriment of Plaintiff and all other aggrieved employees.

6 28. At all relevant times mentioned herein, Defendants maintained policies or practices  
7 of failing to permit Plaintiff and other aggrieved employees from taking cooldown rest periods in  
8 the shade as required under California Code of Regulations, Title 8, Section 3395 and failing to  
9 provide premium pay in lieu thereof as required by Labor Code section 226.7.

10 29. Plaintiff, on Plaintiff's own behalf and on behalf of all other similarly situated and  
11 aggrieved employees, brings this action pursuant to, including but not limited to, Labor Code  
12 sections 200, 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246 *et seq.*, 432, 510, 512, 558,  
13 1174, 1194, 1194.2, 1197, 1197.1, 2699, 2802, 2810.5, and California Code of Regulations, Title 8,  
14 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed  
15 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,  
16 penalties under the PAGA, failure to indemnify work-related expenses, other such provisions of  
17 California law, and reasonable attorneys' fees and costs.

18 30. Plaintiff and Class Members at all times pertinent hereto were not exempt from  
19 receiving overtime wages, minimum wages, meal breaks or compensation in lieu thereof, rest breaks  
20 or compensation in lieu thereof, accurate wage statements, timely pay of wages during their  
21 employment and after their employment separation, the opportunity to inspect employment records,  
22 the proper accrual and use of paid sick leave, reimbursement for expenses incurred in furtherance  
23 of job duties, and other such provisions of California law and the implementing rules and regulations  
24 of the IWC California Wage Orders.

### 25 **CLASS ACTION ALLEGATIONS**

26 31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action  
27 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current  
28 and former non-exempt employees of Defendants within the State of California at any time

1 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice  
2 of the class action is provided to the class.

3 32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)  
4 to amend or modify the class description with greater specificity or further division into subclasses  
5 or limitation to particular issues.

6 33. This action has been brought and may properly be maintained as a class action under  
7 the provisions of Code of Civil Procedure section 382 because there is a well-defined community  
8 of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 34. The potential Class Members as defined are so numerous that joinder of all the  
11 members of the Class is impracticable. While the precise number of Class Members has not been  
12 determined yet, Plaintiff is informed and believes that there are over two hundred (200) Class  
13 Members employed by Defendants within the State of California.

14 35. Accounting for employee turnover during the relevant periods necessarily increases  
15 this number substantially. Plaintiff alleges Defendants' employment records would provide  
16 information as to the number and location of all Class Members. Joinder of all members of the  
17 proposed Class is not practicable.

18 **B. Commonality**

19 36. There are questions of law and fact common to Class Members. These common  
20 questions include, but are not limited to:

21 (a) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay  
22 all hours worked at a proper overtime rate of pay?

23 (b) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing  
24 to pay for all other time worked at the employee's regular rate of pay and a  
25 rate of pay that is greater than the applicable minimum wage?

26 (c) Are Class Members entitled to liquidated damages under Labor Code section  
27 1194.2 for Defendants' failure to pay minimum wages for all hours worked?

28 (d) Did Defendants violate Labor Code section 512 by not providing Class

- 1 Members with compliant meal periods?
- 2 (e) Did Defendants violate Labor Code section 226.7 by not providing Class
- 3 Members with additional wages for missed or interrupted meal periods?
- 4 (f) Did Defendants violate applicable Wage Orders by not providing Class
- 5 Members with compliant rest periods?
- 6 (g) Did Defendants violate Labor Code section 226.7 by not providing Class
- 7 Members with additional wages for missed rest periods?
- 8 (h) Did Defendants violate Labor Code sections 201 and 202 by failing to pay
- 9 Class Members upon termination or resignation all wages earned?
- 10 (i) Are Defendants liable to Class Members for waiting time penalties under
- 11 Labor Code section 203?
- 12 (j) Did Defendants violate Labor Code section 226, subdivision (a) by not
- 13 furnishing Class Members with accurate wage statements?
- 14 (k) Did Defendants fail to pay Class Members in a timely fashion as required
- 15 under Labor Code section 204?
- 16 (l) Did Defendants fail to indemnify Class Members for all necessary
- 17 expenditures or losses incurred in direct consequence of the discharge of their
- 18 duties or by obedience to the directions of Defendants as required under
- 19 Labor Code section 2802?
- 20 (m) Did Defendants violate the Unfair Competition Law, Business and
- 21 Professions Code section 17200, *et seq.*, by their unlawful practices as alleged
- 22 herein?
- 23 (n) Are Class Members entitled to restitution of wages under Business and
- 24 Professions Code section 17203?
- 25 (o) Are Class Members entitled to costs and attorneys' fees?
- 26 (p) Are Class Members entitled to interest?

27 **C. Typicality**

- 28 37. The claims of Plaintiff herein alleged are typical of those claims which could be

1 alleged by any Class members, and the relief sought is typical of the relief which would be sought  
2 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and  
3 damages arising out of and caused by Defendants' common course of conduct in violation of laws  
4 and regulations that have the force and effect of law and statutes as alleged herein.

5 **D. Adequacy of Representation**

6 38. Plaintiff will fairly and adequately represent and protect the interest of Class  
7 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and  
8 hour class actions.

9 **E. Superiority of Class Action**

10 39. A class action is superior to other available means for the fair and efficient  
11 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and  
12 questions of law and fact common to Class Members predominate over any questions affecting only  
13 individual Class Members. Class Members, as further described therein, have been damaged and  
14 are entitled to recovery by reason of Defendants' illegal policy and/or practices, including, without  
15 limitation, failing to pay overtime wages, minimum wages; failing to provide meal and rest breaks  
16 or compensation in lieu thereof; failing to provide accurate wage statements; failing to pay all wages  
17 due upon termination and/or resignation; and failing to reimburse employees for expenses incurred  
18 in furtherance of job duties.

19 40. Class action treatment will allow those similarly situated to litigate their claims in a  
20 manner that is most efficient and economical for the parties and the judicial system. Plaintiff is  
21 unaware of any difficulties that are likely to be encountered in the management of this action that  
22 would preclude its maintenance as a class action.

23 **FIRST CAUSE OF ACTION**

24 **(Failure to Pay Overtime Wages – Against All Defendants)**

25 41. Plaintiff realleges and incorporates by reference all of the allegations contained in  
26 the preceding paragraphs of this Complaint as though fully set forth hereat.

27 42. At all times relevant to this Complaint, Labor Code section 510 was in effect and  
28 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in

1 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated  
2 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

3 43. At all times relevant to this Complaint, Labor Code section 510 further provided that  
4 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice  
5 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any  
6 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of  
7 pay.”

8 44. For four (4) years prior to the filing of the Complaint in this Action and continuing  
9 through the present, Plaintiff and Class Members worked for Defendants during shifts that consisted  
10 of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven  
11 (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked  
12 as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all  
13 hours actually worked; engaging, suffering, or permitting employees to work off the clock,  
14 including, without limitation, by requiring employees to begin working before clocking in and after  
15 clocking out, and to clock out for meal periods and continue working; and or paying overtime hours  
16 at the regular or otherwise improper rates of pay to the detriment of Plaintiff and Class Members.

17 45. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)  
18 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without  
19 properly compensating overtime wages at the proper overtime rate of pay, Defendants willfully  
20 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC  
21 Wage Orders, and California law.

22 46. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have  
23 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery  
24 of such amounts, plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor  
25 Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code  
26 section 3287.

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**SECOND CAUSE OF ACTION**

**(Failure to Pay Minimum Wages – Against All Defendants)**

47. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

48. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code section 1197 and applicable Wage Orders.

49. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

50. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; and engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to begin working before clocking in and after clocking out, and to clock out for meal periods and continue working, to the detriment of Plaintiff and Class Members.

51. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

52. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

**THIRD CAUSE OF ACTION**

**(Failure to Provide Meal Periods – Against All Defendants)**

53. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

54. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

2 55. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall  
3 employ an employee for a work period of more than five (5) hours without a timely meal break of  
4 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.  
5 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours  
6 per day without providing the employee with a second timely meal period of not less than thirty (30)  
7 minutes in which the employee is relieved of all of his or her duties.

8 56. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee  
9 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,  
10 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate  
11 of compensation for each workday that the meal period is not provided.

12 57. For four (4) years prior to the filing of the Complaint in this Action through the  
13 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-  
14 free uninterrupted meal periods every five hours of work without waiving the right to take them, as  
15 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the  
16 Class Member's regular rate of compensation on the occasions that Class Members were not  
17 provided compliant meal periods.

18 58. By their failure to provide Plaintiff and Class Members compliant meal periods as  
19 contemplated by Labor Code section 512, among other California authorities, and failing, at times,  
20 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully  
21 violated the provisions of Labor Code section 512 and applicable Wage Orders.

22 59. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
23 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay  
24 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

25 60. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
26 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus  
27 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,  
28 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

**FOURTH CAUSE OF ACTION**

**(Failure to Provide Rest Periods – Against All Defendants)**

61. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

62. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

63. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½ ) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

64. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

65. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

66. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

67. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay  
2 owed for rest periods that they were not authorized or permitted to take.

3 68. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
4 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus  
5 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,  
6 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

7 **FIFTH CAUSE OF ACTION**

8 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

9 69. Plaintiff realleges and incorporates by reference all of the allegations contained in  
10 the preceding paragraphs of this Complaint as though fully set forth hereat.

11 70. At all relevant times, Plaintiff and Class Members were employees of Defendants  
12 covered by Labor Code sections 201 and 202.

13 71. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were  
14 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.  
15 Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge  
16 immediately upon termination. Employees who resigned were entitled to payment of all wages  
17 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they  
18 gave 72 hours' previous notice, they were entitled to payment of all wages earned and unpaid at the  
19 time of resignation.

20 72. Plaintiff is informed and believes, and based thereon alleges, that Defendants, due to  
21 the failure to provide overtime and minimum wages mentioned above, failed to pay Plaintiff and  
22 Class Members all wages earned and unpaid, including overtime wages and minimum wages, prior  
23 to resignation or termination in accordance with Labor Code sections 201 or 202.

24 73. Defendants' failure to pay Plaintiff and Class Members all wages earned prior to  
25 termination in accordance with Labor Code sections 201 and 202 was willful. Defendants had the  
26 ability to pay all wages earned by Plaintiff and Class Members at the time of termination in  
27 accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices  
28 incompatible with the requirements of Labor Code sections 201 and 202.

74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members are entitled to all wages earned prior to termination that Defendants failed to pay them.

75. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to penalty wages from the date their earned and unpaid wages were due, upon termination, until paid, up to a maximum of thirty (30) days.

76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination.

77. Pursuant to Labor Code sections 203, 218, 218.5, and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of their unpaid wages, waiting time penalties, reasonable attorney's fees, interest, and their costs of suit as well.

#### **SIXTH CAUSE OF ACTION**

##### **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

78. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

79. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately

1 reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable  
2 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
3 hourly rate, among other things.

4 82. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate  
5 wage statements was knowing, intentional, and willful. Defendants had the ability to provide  
6 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully  
7 provided wage statements that Defendants knew were not accurate.

8 83. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
9 suffered injury. The absence of accurate information on Class Members' wage statements at times  
10 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and  
11 mathematical computations to determine the amount of wages owed; causes difficulty and expense  
12 in attempting to reconstruct time and pay records; and led to submission of inaccurate information  
13 about wages and amounts deducted from wages to state and federal governmental agencies, among  
14 other things.

15 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members  
16 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor  
17 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent  
18 pay period, not to exceed an aggregate \$4,000.00 per employee.

19 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil  
20 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to  
21 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable  
22 attorneys' fees, and costs of suit.

### 23 **SEVENTH CAUSE OF ACTION**

#### 24 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

25 86. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs  
26 and incorporates each by reference as though fully set forth hereat.

27 87. At all relevant times, Plaintiff and Class Members were employees or former  
28 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

1 88. Labor Code section 204 provides that “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup>  
2 days, inclusive, of any calendar month shall be paid for between the 16<sup>th</sup> and 26<sup>th</sup> day of the month  
3 during which the labor was performed, and labor performed between the 16<sup>th</sup> and the last day,  
4 inclusive, of any calendar month, shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> day of the following  
5 month.”

6 89. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely  
7 independent and apart from, any other penalty provided in this article, every person who fails to pay  
8 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and  
9 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars  
10 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful  
11 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25  
12 percent of the amount unlawfully withheld.”

13 90. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year  
14 before the filing of the Complaint in this Action through the present, Defendants employed policies  
15 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with  
16 Labor Code section 204.

17 91. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to  
18 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one  
19 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)  
20 for each subsequent violation in connection with each payment that was made in violation of Labor  
21 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

22 92. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and  
23 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,  
24 interest, and their costs of suit, as well.

## 25 **EIGHTH CAUSE OF ACTION**

### 26 **(Violation of Labor Code § 2802 – Against All Defendants)**

27 93. Plaintiff realleges and incorporates by reference all of the allegations contained in  
28 the preceding paragraphs of this Complaint as though full set forth hereat.

94. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code section 2802.

95. California Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

96. At all relevant times, Defendants failed and refused, and still fail and refuse, to reimburse Plaintiff and Class Members for the costs incurred for, including but not limited to, the purchase of mandatory uniforms and the separate laundering of mandatory uniforms.

97. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for costs incurred in the purchase of mandatory uniforms and the separate laundering of uniforms, in furtherance of their work duties for Defendants.

98. Pursuant to Labor Code section 2802, Code of Civil Procedure section 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover actual costs incurred for their mileage, separate laundering, purchase of tools, reasonable attorney's fees and costs of suit.

### NINTH CAUSE OF ACTION

**(Unfair Competition – Against All Defendants)**

99. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

100. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

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

102. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to restitution of all wages and other monies owed to them under the Labor

1 Code, including interest thereon, in which they had a property interest and which Defendants  
2 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the  
3 money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming  
4 unjustly enriched by their failure to comply with the Labor Code.

5 103. Plaintiff and Class Members are entitled to costs of suit under Code of Civil  
6 Procedure section 1032 and interest under Civil Code section 3287.

### 7 **TENTH CAUSE OF ACTION**

#### 8 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

9 104. Plaintiff realleges and incorporates by reference all of the allegations contained in  
10 the preceding paragraphs as though fully set forth hereat.

11 105. At all relevant times herein, Labor Code section 204, requires and required that:  
12 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
13 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor  
14 performed between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for  
15 between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

16 106. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
17 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
18 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,  
19 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any  
20 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For  
21 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
22 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

23 107. At all relevant times herein, Defendants have had a consistent policy or practice of,  
24 failing to pay Plaintiff and aggrieved employees during their employment on a timely basis as per  
25 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved  
26 employees or former employees she seeks to represent are entitled to recover civil penalties for  
27 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for  
28 each aggrieved employee or former employee for each initial violation per employee, and two

1 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent  
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

5 108. Plaintiff realleges and incorporates by reference all of the allegations contained in  
6 the preceding paragraphs as though fully set forth hereat.

7 109. Defendants have had a consistent policy or practice of failing to comply with Labor  
8 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage  
9 statements that accurately reflect gross wages earned; total hours worked by the employee; all  
10 deductions; net wages earned; the inclusive dates of the period for which the employee is paid; all  
11 applicable hourly rates in effect during the pay period and the corresponding number of hours  
12 worked at each hourly rate by the employee; and other such information as required by Labor Code  
13 section 226, subdivision (a).

14 110. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)  
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for  
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage  
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

19 111. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in  
20 this section are in addition to any other penalty provided by law.”

21 112. Plaintiff is informed and believes and based thereon alleges that Defendants failed  
22 and continue to fail to furnish non-exempt employees, including, without limitation, Plaintiff and  
23 other aggrieved employees, with itemized wage statements that accurately reflect gross wages  
24 earned; total hours worked by the employee; all deductions; net wages earned; the inclusive dates  
25 of the period for which the employee is paid; all applicable hourly rates in effect during the pay  
26 period and the corresponding number of hours worked at each hourly rate by the employee; and  
27 other such information, as required by Labor Code section 226, subdivision (a) and 226.2.

28 113. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees or

former employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each aggrieved employee or former employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay period for each subsequent violation.

## **TWELFTH CAUSE OF ACTION**

### **(Violation of Labor Code § 558 – Against All Defendants)**

114. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

115. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any order of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee."

116. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; and be provided with the proper accrual and use of paid sick leave.

117. As a direct and proximate result of Defendants' conduct, Plaintiff and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code section 558 in amounts to be determined at trial.

**THIRTEENTH CAUSE OF ACTION**

**(Violation of Labor Code § 1197.1 – Against All Defendants)**

118. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

119. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (4) Wages, liquidated damages, and any applicable penalties imposed pursuant to

Section 203, recovered pursuant to this section shall be paid to the affected employee.”

120. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, made the decision that Plaintiff would not be paid their due minimum wages as required due to, among other things, Defendants, on occasion, failing to accurately track and/or pay for all hours actually worked, and engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to begin working before clocking in and after clocking out, and to clock out for meal periods and continue working, to the detriment of Plaintiff and other aggrieved employees.

121. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section 1197.1.

**FOURTEENTH CAUSE OF ACTION**

**(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

122. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

123. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

124. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

1 125. Plaintiff is informed and believes and based thereon alleges that Defendants, and  
2 each of them, violated the Labor Code sections described herein, including, without limitation, for  
3 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or  
4 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during  
5 employment and after employment separation; provide employees the opportunity to inspect  
6 employment records; provide and pay for sick leave; reimburse employees for costs in furtherance  
7 of their work duties; and provide notice as required under Labor Code section 2810.5 entitling  
8 Plaintiff and other aggrieved employees to civil penalties for each of these Labor Code violations  
9 in the amounts set forth in Labor Code section 2699, subdivision (f).

10 126. Moreover, Plaintiff and other aggrieved current and former employees within the  
11 State of California whom she seeks to represent are entitled to an award of reasonable attorneys'  
12 fees and costs in connection with their herein-described claims for civil penalties.

13 **DEMAND FOR JURY TRIAL**

14 127. Plaintiff demands a trial by jury on all causes of action contained herein.

15 **PRAYER**

16 WHEREFORE, on behalf of herself and all others similarly situated and aggrieved,  
17 Plaintiff prays for judgment against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;  
19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's  
20 counsel as class counsel;  
21 C. Damages for all wages earned and owed, including minimum and overtime wages  
22 under Labor Code sections 203, 510, 1194, 1197 and 1199;  
23 D. Liquidated damages pursuant to Labor Code sections 1194.2;  
24 E. Damages for unpaid premium wages from missed meal and rest periods under,  
25 among other Labor Code sections, 512 and 226.7;  
26 F. Penalties for inaccurate wage statements under Labor Code section 226,  
27 subdivision (e);  
28 G. Waiting time penalties under Labor Code section 203;

- 1 H. Penalties for failure to timely pay wages under Labor Code section 210;  
2 I. Damages for failure to reimburse costs incurred in furtherance of work duties under  
3 Labor Code section 2802;  
4 J. Preliminary and permanent injunctions prohibiting Defendants from further  
5 violating the California Labor Code and requiring the establishment of appropriate  
6 and effective means to prevent future violations;  
7 K. Restitution under Business and Professions Code section 17203;  
8 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1,  
9 and 2699;  
10 M. An award of reasonable attorneys' fees and costs;  
11 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;  
12 O. For costs of suit incurred herein; and  
13 P. For such other and further relief as the Court deems just and proper.  
14

15 Dated: November 3, 2020

BIBIYAN LAW GROUP, P.C.  
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16 BY:



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21 behalf of herself and all others similarly situated and  
22 aggrieved.  
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