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Attorneys for Plaintiff, PATRICIA MANZANARES, on
behalf of herself and all others similarly situated and aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PATRICIA MANZANARES, on behalf of
herself and all others similarly situated and
aggrieved,

Plaintiffs,

v.

AMANDINE PATISSERIE CORP., a
California corporation; APCDTLA CORP.
d.b.a. AMANDINE PATISSERIE CAFE
DTLA, a California corporation; APCKT
CORP. *d.b.a.* AMANDINE PATISSERIE
CAFE KT, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

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

MAR 11 2021

Sherri R. Carter, Executive Officer/Clerk of Court

CASE NO.: **21STCV09612**

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 INDEMNIFY;
8. UNFAIR COMPETITION;
9. PENALTIES PER LABOR CODE
SECTION 210;
10. PENALTIES PER LABOR CODE
SECTION 226.3;
11. PENALTIES PER LABOR CODE
SECTION 558;
12. PENALTIES PER LABOR CODE
SECTION 1197.1; and
13. PENALTIES PER LABOR CODE
SECTION 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff PATRICIA MANZANARES ("Plaintiff"), on behalf of Plaintiff
and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
AMANDINE PATISSERIE CORP., and any of its respective subsidiaries or affiliated companies
within the State of California ("AMANDINE PATISSERIE"), APCDTLA CORP. doing business
as AMANDINE PATISSERIE CAFE DTLA, and any of its respective subsidiaries or affiliated
companies within the State of California ("APCDTLA"), as well as APCKT CORP. doing business
as AMANDINE PATISSERIE CAFE KT, and any of its respective subsidiaries or affiliated
companies within the State of California ("APCKT" and, together with AMANDINE, APCDTLA,
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").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys
General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against AMANDINE
PATISSERIE, APCDTLA, APCKT, and DOES 1 through 100 as a proxy of the Labor and
Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and
all other current and former non-exempt employees of Defendants working within the Civil Penalty
Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor
Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code
section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, on
behalf of all employees of Defendants working within the Civil Penalty Period (collectively,
"Aggrieved Employees")

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PARTIES

A. Plaintiff

3. Plaintiff 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, washing dishes, packaging bread, and cleaning the kitchen. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately April of 2018 and through approximately March of 2020. Defendants paid (or purported to pay) Plaintiff an hourly wage for her services.

B. Defendants

4. Plaintiff is informed and believes and based thereon alleges that defendant AMANDINE PATISSERIE 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.

5. Plaintiff is informed and believes and based thereon alleges that defendant APCDTLA 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.

6. Plaintiff is informed and believes and based thereon alleges that defendant APCKT 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.

7. 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 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiff is

1 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
2 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
3 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
4 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
5 include AMANDINE PATISSERIE, APCDTLA, APCKT, and any of their parent, subsidiary, or
6 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

7
JOINT LIABILITY ALLEGATIONS

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

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

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

24
JURISDICTION

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

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1 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
2 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
3 causes of action complained of herein arose; the county in which the employment relationship
4 began; the county in which performance of the employment contract, or part of it, between Plaintiff
5 and Defendants was due to be performed; the county in which the employment contract, or part of
6 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
7 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
8 and Class Members in Los Angeles County, and because Defendants employ numerous Class
9 Members in Los Angeles County.

10 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
13 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
14 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
15 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
16 employees of Defendants during the Class Period.

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

21 15. During the period beginning one (1) year preceding the provision of notice to the
22 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
23 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
24 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
25 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others

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

1 specified in Labor Code section 2699.3.

2 17. On or around August 10, 2020, Plaintiff provided written notice pursuant to Labor
3 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
4 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
5 as well as by certified mail, with return receipt requested to Defendants, and each of them.

6 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
7 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
8 calendar days of the August 10, 2020 postmarked date of the herein-described notice sent by
9 Plaintiff to the LWDA and Defendants.

10 **FACTUAL BACKGROUND**

11 19. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have failed to pay overtime wages to Plaintiff and Class Members, or some of
13 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
14 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
15 consecutive work days in a work week without being properly compensated for hours worked in
16 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
17 worked on the seventh consecutive work day in a work week by, among other things, failing to
18 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
19 employees to work off the clock, including, without limitation, by requiring employees: to clock out
20 for meal periods and continue working and to clock out for rest periods; editing and/or manipulation
21 of time entries to show less hours than actually worked; and for paying straight pay instead of
22 overtime pay to the detriment of Plaintiff and Class Members.

23 20. For at least four (4) years prior to the filing of this Action and continuing to the
24 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
25 them, in violation of California state wage and hour laws as a result of, among other things failing
26 to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
27 employees to work off the clock, including, without limitation, by requiring employees: to clock out
28 for meal periods and continue working and to clock out for rest periods; editing and/or manipulation

1 of time entries to show less hours than actually worked; and for paying below the applicable
2 minimum wage rate, to the detriment of Plaintiff and Class Members.

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

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

14 23. For at least three (3) years prior to the filing of this action and continuing to the
15 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
16 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
17 sections 201, 202, and 203, including for, without limitation, failing to pay overtime wages,
18 minimum wages, and premium wages.

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

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1 25. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have failed to indemnify Class Members, or some of them, for the costs incurred
3 in purchasing mandatory work uniforms; purchasing slip-resistant shoes; and laundering mandatory
4 work uniforms.

5 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
7 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
10 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
11 Aggrieved Employees.

12 27. At all relevant times herein, Defendants had and have a policy or practice of failing
13 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
14 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
15 and applicable Wage Orders.

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

24 29. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
25 other Class Members with the amount of paid sick leave required to be provided pursuant to
26 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
27 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
28 all other Class Members.

30. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Plaintiff and Class Members their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

31. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11050, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, , waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Class Members pursuant to PAGA.

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

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

1 35. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
2 to amend or modify the class description with greater specificity, further divide the defined class
3 into subclasses, and to further specify or limit the issues for which certification is sought.

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

7 A. **Numerosity**

8 37. The potential Class Members as defined are so numerous that joinder of all the
9 members of the Class is impracticable. While the precise number of Class Members has not been
10 determined yet, Plaintiff is informed and believes that there are at least (50) Class Members
11 employed by Defendants within the State of California.

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

16 B. **Commonality**

17 39. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?

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- 1 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Class Members to take compliant rest periods?
- 3 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
4 with additional wages for missed rest periods?
- 5 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
6 Members upon termination or resignation all wages earned?
- 7 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
8 section 203?
- 9 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
10 Class Members with accurate wage statements?
- 11 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
12 losses incurred in direct consequence of the discharge of their duties or by obedience
13 to the directions of Defendants as required under Labor Code section 2802?
- 14 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
15 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 16 L. Are Class Members entitled to restitution of wages under Business and Professions
17 Code section 17203?
- 18 M. Are Class Members entitled to costs and attorneys' fees?
- 19 N. Are Class Members entitled to interest?

20 **C. Typicality**

21 40. The claims of Plaintiff herein alleged are typical of those claims which could be
22 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
23 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
24 damages arising out of and caused by Defendants' common course of conduct in violation of laws
25 and regulations that have the force and effect of law and statutes as alleged herein.

26 **D. Adequacy of Representation**

27 41. Plaintiff will fairly and adequately represent and protect the interest of Class
28 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and

1 hour class actions.

2 **E. Superiority of Class Action**

3 42. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
5 questions of law and fact common to Class Members predominate over any questions affecting only
6 individual Class Members. Class Members, as further described therein, have been damaged and
7 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
8 violation of the Labor Code, as set out herein.

9 43. Class action treatment will allow Class Members to litigate their claims in a manner
10 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
11 any difficulties that are likely to be encountered in the management of this action that would
12 preclude its maintenance as a class action.

13 **FIRST CAUSE OF ACTION**

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

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

17 45. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
19 Wage Orders.

20 46. At all times relevant to this Complaint, Labor Code section 510 was in effect and
21 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
22 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
23 at the rate of no less than one and one-half times the regular rate of pay for an employee."

24 47. At all times relevant to this Complaint, Labor Code section 510 further provided that
25 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
26 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
27 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
28 pay."

1 48. Four (4) years prior to the filing of the Complaint in this Action through the present,
2 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
3 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
4 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
5 including but not limited to, Defendants failing to accurately track and/or pay for all minutes actually
6 worked; engaging, suffering, or permitting employees to work off the clock, including, without
7 limitation, by requiring employees: to clock out for meal periods and continue working and to clock
8 out for rest periods; editing and/or manipulation of time entries to show less hours than actually
9 worked; and for paying straight pay instead of overtime pay to the detriment of Plaintiff and Class
10 Members.

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

16 50. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
17 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
18 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
19 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

20 **SECOND CAUSE OF ACTION**

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

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

24 52. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

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

54. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to accurately track and/or pay for all minutes actually worked; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring employees: to clock out for meal periods and continue working and to clock out for rest periods; edited and/or manipulation of time entries to show less hours than actually worked; and for paying wages at a rate less than the applicable minimum wage, to the detriment of Plaintiff and Class Members.

55. 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 hours worked or otherwise due.

56. 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)

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

58. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

60. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,

1 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
2 of compensation for each workday that the meal period is not provided.

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

9 62. By their failure to provide Plaintiff and Class Members compliant meal periods as
10 contemplated by Labor Code section 512, among other California authorities, and failing to provide
11 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
12 provisions of Labor Code section 512 and applicable Wage Orders.

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

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

20 **FOURTH CAUSE OF ACTION**

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

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

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

26 67. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
28 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-

1 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
2 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
3 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
4 thirty (30) minutes of paid rest period.

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

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

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

19 71. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
21 owed for rest periods that they were not authorized or permitted to take.

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

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FIFTH CAUSE OF ACTION

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

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

74. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

75. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

76. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

77. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

78. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or

1 resignation, until paid, up to a maximum of thirty (30) days.

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

5 80. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

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

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

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

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

20 84. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
21 before the filing of the Complaint in this Action through the present, Defendants failed to comply
22 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
23 failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately
24 reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate; and the name and address of the legal entity that is the employer, among other things.

27 85. Defendants' failure to provide Plaintiff and Class Members with accurate wage
28 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff

1 and the other Class Members with accurate wage statements, but willfully provided wage statements
2 that Defendants knew were not accurate.

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

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

14 88. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
15 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
16 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
17 attorneys' fees, and costs of suit.

18 **SEVENTH CAUSE OF ACTION**

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

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

22 90. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

24 91. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify
25 his or her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties . . ."

27 92. For three (3) years prior to the filing of the Complaint in this Action through the
28 present, Defendants required Plaintiff and Class Members, or some of them, to incur necessary

1 expenditures or losses in direct consequence of the discharge of their duties or at the obedience to
2 the directions of Defendants that included, without limitation: purchasing mandatory work
3 uniforms; purchasing slip-resistant shoes; and separately laundering mandatory work uniforms.

4 93. During that time period, Plaintiff is informed and believes, and based thereon alleges
5 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff and Class Members
6 for those losses and/or expenditures.

7 94. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
9 herein-described losses and/or expenditures.

10 95. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
13 costs of suit.

14 **EIGHTH CAUSE OF ACTION**

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

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

18 97. Plaintiff is informed and believes, and based thereon alleges that the unlawful
19 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
20 and Professions Code section 17200. Due to their unlawful business practices in violation of the
21 Labor Code, Defendants have gained a competitive advantage over other comparable companies
22 doing business in the State of California that comply with their obligations to compensate employees
23 in accordance with the Labor Code.

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

26 99. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
27 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
28 Code and requiring the establishment of appropriate and effective means to prevent further

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

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

8 **NINTH CAUSE OF ACTION**

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

10 101. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
11 and incorporates each by reference as though fully set forth hereat.

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

17 103. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
18 that “[i]n 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 201.3,
20 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
21 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
23 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

24 104. At all relevant times herein, Defendants have had a consistent policy or practice of
25 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
26 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
27 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
28 Code section 204, in the amount of one hundred dollars (\$100) for each Class Member for each

1 initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for
2 each subsequent violation in connection with each payment that was made in violation of Labor
3 Code section 204.

4 **TENTH CAUSE OF ACTION**

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

6 105. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
7 and incorporates each by reference as though fully set forth hereat.

8 106. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Class Members with
10 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
11 earned; the name and address of each employer with whom they have been placed to work; all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
14 entity securing the employer's services if the employer is a farm labor contractor; and other such
15 information as required by Labor Code section 226, subdivision (a).

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

21 108. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law."

23 109. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to furnish non-exempt employees, including, without
25 limitation, Plaintiff and other Aggrieved Employees, with itemized wage statements that accurately
26 reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable
27 hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect
28 during the pay period; the legal name of the employer and/or the name and address of the legal entity

1 securing the employer's services if the employer is a farm labor contractor; and other such
2 information as required by Labor Code section 226, subdivision (a).

3 110. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
4 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
5 (a) in the amount of two hundred fifty dollars (\$250) for each Class Member per pay period for the
6 initial violation, and one thousand dollars (\$1,000) for each Class Member per pay period for each
7 subsequent violation.

8 **ELEVENTH CAUSE OF ACTION**

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

10 111. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
11 and incorporates each by reference as though fully set forth hereat.

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

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
17 pay period for which the employee was underpaid in addition to an amount sufficient
18 to recover underpaid wages;

19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to
21 an amount sufficient to recover underpaid wages;

22 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

23 113. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
25 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
26 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
27 their employment and after their employment separation; and/or be paid out all paid time off and/or
28 vacation wages owed at the proper rate of pay.

1 114. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
3 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
4 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
5 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

6 **TWELFTH CAUSE OF ACTION**

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

8 115. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
9 and incorporates each by reference as though fully set forth hereat.

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

16 (1) For any initial violation that is intentionally committed, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the
18 employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is
24 intentionally committed. This amount shall be in addition to an amount
25 sufficient to recover underpaid wages, liquidated damages pursuant to Section
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
28 Section 203, recovered pursuant to this section shall be paid to the affected

employee.”

117. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees wages for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

118. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

THIRTEENTH CAUSE OF ACTION

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

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

120. 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.

121. 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 Class

1 Member per pay period for the initial violation and two hundred dollars (\$200) for each Class
2 Member per pay period for each subsequent violation.

3 122. Plaintiff is informed and believes and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described herein, including, without limitation, for
5 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
6 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
7 employment and after employment separation; provide employees the opportunity to inspect
8 employment records; reimburse Class Members for costs incurred in furtherance of their work
9 duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual and
10 use of paid sick leave; paying employees all owed paid time off and vacation time owed by
11 separation at the proper rate of pay; entitling Plaintiff and other Class Members to civil penalties for
12 each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision
13 (f).

14 123. Moreover, Plaintiff and other Aggrieved Employees within the State of California
15 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
16 connection with their herein-described claims for civil penalties.

17 **DEMAND FOR JURY TRIAL**

18 124. Plaintiff demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
21 against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
- 23 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
24 counsel as class counsel;
- 25 C. Damages for all wages earned and owed, including minimum and overtime wages
26 under Labor Code sections 510, 1194, 1197 and 1199;
- 27 D. Liquidated damages pursuant to Labor Code section 1194.2;

28 / / /

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512 and 226.7;
3 F. Penalties for inaccurate wage statements under Labor Code section 226,
4 subdivision (e);
5 G. Waiting time penalties under Labor Code section 203;
6 H. Damages under Labor Code sections 2802;
7 I. Preliminary and permanent injunctions prohibiting Defendants from further
8 violating the California Labor Code and requiring the establishment of appropriate
9 and effective means to prevent future violations;
10 J. Restitution of wages and benefits due which were acquired by means of any unfair
11 business practice, according to proof;
12 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
13 1197.1, and 2699;
14 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 1197.1, and 2699;
16 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
17 N. For attorneys' fees in prosecuting this action;
18 O. For costs of suit incurred herein; and
19 P. For such other and further relief as the Court deems just and proper.
20

21 Dated: March 10, 2021

BIBIYAN LAW GROUP, P.C.

22
23 BY: 
24

DILGO AVILES

25 Attorneys for Plaintiff PATRICIA MANZANARES on
26 behalf of herself and all others similarly situated and
27 aggrieved
28