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behalf of himself and all others similarly situated

and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MIGUEL ANGEL LOPEZ, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiffs,

v.

INNOVATIVE COATINGS TECHNOLOGY
CORPORATION d.b.a INCOTEC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2020-01173245-CU-OE-CXC

[Assigned for all purposes to the Hon. Glenda
Sanders in department CX-101]

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE 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. VIOLATION OF LABOR CODE § 227.3;
8. VIOLATION OF LABOR CODE § 2802;
9. UNFAIR COMPETITION;
10. PENALTIES PER LABOR CODE § 210;
11. PENALTIES PER LABOR CODE §
226.3;
12. VIOLATION OF LABOR CODE § 558;
13. VIOLATION OF LABOR CODE § 1197.1;
and

14. PENALTIES PER LABOR CODE § 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff MIGUEL ANGEL LOPEZ (“Plaintiff”), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382 against INNOVATIVE COATINGS TECHNOLOGY CORPORATION d.b.a INCOTEC, and any of its respective subsidiaries or affiliated companies within the State of California (“INCOTEC” and, collectively with 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”) from September 1, 2019 through April 23, 2022 (the “Class Period”).

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 Defendants 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 current and former non-exempt California employees of Defendants working within the Civil Penalty Period as further defined under paragraph 13 of this Complaint (collectively, “Aggrieved Employees”).

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, mixing paint and painting airplane bolts. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately April of 2018 through approximately June of 2020.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant
3 INCOTEC is, and at all times relevant hereto was, a corporation organized and existing under and
4 by virtue of the laws of the State of California and doing business in the County of Orange, State of
5 California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include INCOTEC and any of their parent, subsidiary, or affiliated companies within the State of
18 California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

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

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

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

8 **JURISDICTION**

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

11 10. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
12 sections 392, et seq. because, among other things, Orange County is where the county in which
13 Defendants, or some of them, reside, including its Chief Executive Officer. Moreover, Plaintiff is
14 informed and believes the unlawful acts alleged herein have a direct effect on Plaintiff and Class
15 Members in Orange County, and because Defendants employ numerous Class Members in Orange
16 County.

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

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

28 / / /

13. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations through April 23, 2022 (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among others.

14. 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.

15. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On or around September 1, 2020, Plaintiff gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions of the Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the September 1, 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

16. Plaintiff is informed and believes, and based thereon alleges, that throughout the Class Period, Defendants have failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Defendant's control due to waiting in lines to clock in, to clock out for meal periods and continue working; failing to include all forms of remuneration, including non-discretionary bonuses,

1 incentive pay, and other forms of remuneration into the regular rate of pay for the pay periods where
2 overtime was worked and the additional compensation was earned for the purpose of calculating the
3 overtime rate of pay; editing and/or manipulation of time entries to show less hours than actually
4 worked; detrimental rounding; and for paying straight pay instead of overtime pay.

5 17. Plaintiff is informed and believes, and based thereon alleges, that throughout the
6 Class Period, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or
7 some of them, in violation of California state wage and hour laws as a result of, among other things,
8 failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or
9 permitting employees to work off the clock, including, without limitation, by requiring employees:
10 to suffer under Defendant's control due to waiting in lines to clock in and to clock out for meal
11 periods and continue working; editing and/or manipulation of time entries to show less hours than
12 actually worked; and detrimental rounding of time entries.

13 18. Plaintiff is informed and believes, and based thereon alleges, that throughout the
14 Class Period, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
15 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
16 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
17 they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
18 unprovided meal periods as required by California wage and hour laws.

19 19. Plaintiff is informed and believes, and based thereon alleges, that throughout the
20 Class Period, Defendants have failed to authorize and permit Plaintiff and Class Members, or some
21 of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
22 thereof and failed to provide compensation for such unprovided rest periods as required by
23 California wage and hour laws.

24 20. Plaintiff is informed and believes, and based thereon alleges, that throughout the
25 Class Period, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
26 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
27 sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum
28 wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

1 21. Plaintiff is informed and believes, and based thereon alleges, that throughout the
2 Class Period, Defendants have failed to furnish Plaintiff and Class Members, or some of them, with
3 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
4 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate; and other such information as required by Labor Code section
6 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
7 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

8 22. Plaintiff is informed and believes, and based thereon alleges, that throughout the
9 Class Period, Defendants have had a consistent policy of failing to provide Plaintiff and similarly
10 situated employees or former employees within the State of California with compensation at their
11 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

12 23. Plaintiff is informed and believes, and based thereon alleges, that throughout the
13 Class Period, Defendants have, at times, failed to indemnify Class Members, or some of them, for
14 the costs incurred in purchasing and laundering mandatory work uniforms.

15 24. Plaintiff is informed and believes, and based thereon alleges, that throughout the
16 Class Period, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them,
17 the full amount of their wages for labor performed in a timely fashion as required under Labor Code
18 section 204.

19 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
20 pursuant to, including but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
21 226.7, 227.3, 246 *et seq.*, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699, 2802,
22 2810.5, and California Code of Regulations, Title 8, section 11010, seeking overtime wages,
23 minimum wages, payment of premium wages for missed meal and rest periods, waiting time
24 penalties, wage statement penalties, earned and owed vested vacation time at the proper rate of pay,
25 and other such provisions of California law, and reasonable attorneys' fees and costs.

26 26. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
27 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
28 prohibiting Defendants from further violating the Labor Code and requiring the establishment of

1 appropriate and effective means to prevent further violations, as well as all monies owed but
2 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
3 restitution of amounts owed.

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

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

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

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

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31. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Plaintiff and Aggrieved Employees 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.”

32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 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 Aggrieved Employees pursuant to PAGA.

CLASS ACTION ALLEGATIONS

33. 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").

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

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

A. Numerosity

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

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1 37. Accounting for employee turnover during the relevant periods necessarily increases
2 this number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of all Class Members. Joinder of all members of the proposed Class is not
4 practicable.

5 **B. Commonality**

6 38. There are questions of law and fact common to Class Members. These common
7 questions include, but are not limited to:

- 8 A. Did Defendants violate Labor Code sections 510, 1194, and 1197 by their failure to
9 adequately track, and therefore adequately pay, for all minutes Class Members were
10 suffered, engaged, or permitted to work?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
12 for all other time worked at the employee's regular rate of pay and a rate of pay that
13 is greater than the applicable minimum wage?
- 14 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
15 Class Members to take compliant meal periods?
- 16 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed or interrupted meal periods?
- 18 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
19 Class Members to take compliant rest periods?
- 20 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed rest periods?
- 22 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
23 Members upon termination or resignation all wages earned?
- 24 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
25 section 203?
- 26 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
27 Class Members with accurate wage statements?

28 / / /

1 J. Did Defendants violate Labor Code section 227.3 by not providing Class Members
2 at time of separation from their employment with compensation at their final rate of
3 pay for vested vacation pay?

4 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
5 losses incurred in direct consequence of the discharge of their duties or by obedience
6 to the directions of Defendants as required under Labor Code section 2802?

7 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
8 section 17200, *et seq.*, by their unlawful practices as alleged herein?

9 M. Are Class Members entitled to restitution of wages under Business and Professions
10 Code section 17203?

11 N. Are Class Members entitled to costs and attorneys' fees?

12 O. Are Class Members entitled to interest?

13 C. **Typicality**

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

19 D. **Adequacy of Representation**

20 40. Plaintiff will fairly and adequately represent and protect the interest of Class
21 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
22 hour class actions.

23 E. **Superiority of Class Action**

24 41. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
26 questions of law and fact common to Class Members predominate over any questions affecting only
27 individual Class Members. Class Members, as further described therein, have been damaged and
28 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the

1 violation of the Labor Code, as set out herein.

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

6 **FIRST CAUSE OF ACTION**

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

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

10 44. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
12 Wage Orders.

13 45. At all times relevant to this Complaint, Labor Code section 510 was in effect and
14 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
15 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
16 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

22 47. On occasions throughout the Class Period, Plaintiff and Class Members, worked for
23 Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than
24 forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being
25 paid overtime wages for all hours worked as a result of, including but not limited to, Defendants
26 failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or
27 permitting employees to work off the clock, including, without limitation, by requiring employees:
28 to suffer under Employer’s control due to waiting in lines to clock in, to clock out for meal periods

1 and continue working; failing to include all forms of remuneration, including non-discretionary
2 bonuses, incentive pay, and other forms of remuneration into the regular rate of pay for the pay
3 periods where overtime was worked and the additional compensation was earned for the purpose of
4 calculating the overtime rate of pay; editing and/or manipulation of time entries to show less hours
5 than actually worked; detrimental rounding; and for paying straight pay instead of overtime pay.

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

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

15 **SECOND CAUSE OF ACTION**

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

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

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

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

24 53. On occasions throughout the Class Period, Defendants failed to pay all minimum
25 wages due as a result of, including but not limited to, failing to accurately track and/or pay for all
26 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
27 including, without limitation, by requiring employees: to suffer under Employer's control due to
28 waiting in lines to clock in and to clock out for meal periods and continue working; editing and/or

1 manipulation of time entries to show less hours than actually worked; and detrimental rounding of
2 time entries.

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

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

10 **THIRD CAUSE OF ACTION**

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

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

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

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

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

26 60. On occasions throughout the Class Period, Plaintiff and Class Members were not
27 provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work
28 without waiving the right to take them, as permitted. Moreover Defendants failed to provide one

(1) additional hour of pay at the Class Member's regular rate of compensation that Class Members were not provided compliant meal periods.

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

62. 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 additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, 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)

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

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

66. 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.

67. 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

1 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
2 regular rate of compensation for each work day that the rest period is not provided.

3 68. On occasions throughout the Class Period, Plaintiff and Class Members were not
4 authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods
5 every four (4) hours of work or major fraction thereof. Moreover, Defendants failed to provide one
6 (1) additional hour of pay at the Class Member's regular rate of compensation that Class Members
7 were not authorized or permitted to take compliant rest periods.

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

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

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

19 **FIFTH CAUSE OF ACTION**

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

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

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

26 74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
27 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
28 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to

1 discharge immediately upon termination. Class Members who resigned were entitled to payment
2 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
3 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
4 unpaid at the time of resignation.

5 75. On occasions throughout the Class Period, Defendants, due to the failure to provide
6 overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior
7 to resignation or termination in accordance with Labor Code sections 201 or 202.

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

15 77. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
16 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
17 resignation, until paid, up to a maximum of thirty (30) days.

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

21 79. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
22 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 waiting time penalties, interest, and their costs of suit, as well.

24 **SIXTH CAUSE OF ACTION**

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

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

28 / / /

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

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

8 83. On occasions throughout the Class Period, Defendants failed to comply with Labor
9 Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure to
10 furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect,
11 among other things, gross wages earned; total hours worked; net wages earned; and all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate, among other things.

14 84. Defendants' failure to provide Plaintiff and Class Members with accurate wage
15 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
16 and the other Class Members with accurate wage statements, but willfully provided wage statements
17 that Defendants knew were not accurate.

18 85. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered injury. The absence of accurate information on Class Members' wage statements has
20 delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
21 mathematical computations to determine the amount of wages owed; causes difficulty and expense
22 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
23 about wages and amounts deducted from wages to state and federal governmental agencies, among
24 other things.

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

1 87. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
2 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
3 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
4 attorneys' fees, and costs of suit.

5 **SEVENTH CAUSE OF ACTION**

6 **(Violation of Labor Code § 227.3 – Against All Defendants)**

7 88. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
8 preceding paragraphs of this Complaint as though fully set forth hereon.

9 89. According to Labor Code section 227.3, whenever a contract of employment or
10 employer policy provides for paid vacations, and an employee is terminated without having taken
11 off his vested vacation time, all vested vacation shall be paid to him or her as wages at their final
12 rate in accordance with such contract of employment or employer policy respecting eligibility or
13 time served.

14 90. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
15 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations
16 and/or paid time off, and that Plaintiff's employment contract with Defendants included paid
17 vacations.

18 91. On occasions throughout the Class Period, Defendants have had a consistent policy
19 of failing to provide Plaintiff and similarly situated employees or former employees within the State
20 of California with compensation at their final rate of pay for unused vested paid vacation days and/or
21 paid time off pursuant to Labor Code section 227.3.

22 92. As a proximate result of Defendants' failure to pay vested vacation at the final rate
23 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
24 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
25 their final rate of pay, as set out in Defendants' policy or the contract of employment between
26 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

27 93. As a further proximate result of Defendants' above-described acts and/or omissions,
28 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and

1 prejudgment interest.

2 **EIGHTH CAUSE OF ACTION**

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

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

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

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

11 97. On occasions throughout the Class Period, Defendants required Plaintiff and Class
12 Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence
13 of the discharge of their duties or at the obedience to the directions of Defendants that included,
14 without limitation purchasing and laundering mandatory work uniforms.

15 98. During that time period, Plaintiff is informed and believes, and based thereon alleges
16 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class
17 Members for those losses and/or expenditures.

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

21 100. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
24 costs of suit.

25 **NINTH CAUSE OF ACTION**

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

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

1 102. Plaintiff is informed and believes, and based thereon alleges that the unlawful
2 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
3 and Professions Code section 17200. Due to their unlawful business practices in violation of the
4 Labor Code, Defendants have gained a competitive advantage over other comparable companies
5 doing business in the State of California that comply with their obligations to compensate employees
6 in accordance with the Labor Code.

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

9 104. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
10 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
11 Code and requiring the establishment of appropriate and effective means to prevent further
12 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
13 including interest thereon, in which they had a property interest and which Defendants nevertheless
14 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
15 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
16 by their failure to comply with the Labor Code.

17 105. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
18 Procedure section 1032 and interest under Civil Code section 3287.

19 **TENTH CAUSE OF ACTION**

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

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

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

28 / / /

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

109. At all relevant times herein, Defendants have had a consistent policy or practice of, failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees Plaintiff seeks to represent are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each aggrieved employee or former employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

ELEVENTH CAUSE OF ACTION

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

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

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

112. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

13 115. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees
14 Plaintiff seeks to represent are entitled to recover civil penalties for Defendants’ violation of Labor
15 Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each
16 Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for
17 each Aggrieved Employee per pay period for each subsequent violation.

18 **TWELFTH CAUSE OF ACTION**

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

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

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

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

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

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

5 118. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
6 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
7 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
8 wages; receive meal and rest periods or compensation in lieu thereof; reimbursed for costs incurred
9 in cellular phone use for work purposes and reimbursement for mileage, in furtherance of their work
10 duties, and be paid timely wages during their employment and after their employment separation.

11 119. As a direct and proximate result of Defendants’ conduct, Plaintiff and other
12 Aggrieved Employees are entitled to recover directly from Defendants civil penalties pursuant to
13 Labor Code section 558 in amounts to be determined at trial.

14 **THIRTEENTH CAUSE OF ACTION**

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

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

18 121. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
19 person acting either individually or as an officer, agent, or employee of another person, who pays
20 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
21 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
22 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
23 Section 203 as follows: For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
25 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
26 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

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- 1 (1) For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the employee
3 is underpaid. This amount shall be in addition to an amount sufficient to recover
4 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
5 applicable penalties imposed pursuant to Section 203.
- 6 (2) For each subsequent violation for the same specific offense, two hundred fifty
7 dollars (\$250) for each underpaid employee for each pay period for which the
8 employee is underpaid regardless of whether the initial violation is intentionally
9 committed. This amount shall be in addition to an amount sufficient to recover
10 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
11 applicable penalties imposed pursuant to Section 203.
- 12 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
13 Section 203, recovered pursuant to this section shall be paid to the affected
14 employee.”

15 122. Plaintiff believes, and thereupon alleges, that Defendants, and each of them, made
16 the decision that Plaintiff and other Aggrieved Employees would not be paid their due minimum
17 wages as required due to, among other things, Defendants, failing to accurately track and/or pay for
18 all minutes actually engaged, suffered, or permitted to work, to the detriment of Plaintiff and other
19 Aggrieved Employees.

20 123. As a direct and proximate result of Defendants’ conduct, Plaintiff is entitled to
21 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
22 1197.1.

23 **FOURTEENTH CAUSE OF ACTION**

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

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

27 125. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
28 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

1 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

11 127. Plaintiff is informed and believes and based thereon alleges that Defendants, and
12 each of them, violated the Labor Code sections described herein, including, without limitation, for
13 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
14 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
15 employment and after employment separation; provide employees the opportunity to inspect
16 employment records; provide reimbursement for costs incurred in purchasing and separately
17 laundering mandatory work uniforms, in furtherance of their work duties; and provide notice as
18 required under Labor Code section 2810.5 entitling Plaintiff and other Aggrieved Employees to civil
19 penalties for each of these Labor Code violations in the amounts set forth in Labor Code section
20 2699, subdivision (f).

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

24 **DEMAND FOR JURY TRIAL**

25 129. Plaintiff demands a trial by jury on all causes of action contained herein.

26 **PRAYER**

27 WHEREFORE, on behalf of Plaintiff, Class Members, and other Aggrieved Employees,
28 Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. An Order appointing counsel for Plaintiff as Class Counsel;
- D. Damages for all wages earned and owed, including minimum wages, overtime wages, and unpaid wages for vested vacation time, under Labor Code sections 227.3, 510, 1194, 1197, and 1199;
- E. Liquidated damages pursuant to Labor Code section 1194.2;
- F. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- G. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);
- H. Waiting time penalties under Labor Code section 203;
- I. Penalties for failure to timely pay wages under Labor Code section 210;
- J. Damages under Labor Code section 2802;
- K. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
- L. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- M. An award for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699;
- N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699;
- O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- P. For attorneys' fees in prosecuting this action;
- Q. For costs of suit incurred herein; and

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R. For such other and further relief as the Court deems just and proper.

Dated: March 24, 2022

BIBIYAN LAW GROUP, P.C.

BY: /s/ Diego Aviles
DIEGO AVILES
Attorneys for Plaintiff MIGUEL ANGEL LOPEZ on
behalf of himself and all others similarly situated and
aggrieved

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Emanuel Munguia
Emanuel Munguia