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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CRISTOBAL FLORES-OCAMPO, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

LAGUNA COOKIE COMPANY, INC., a
California corporation, and DOES 1-50,
inclusive,

Case No.: 30-2020-01166599-CU-OE-CXC

Assigned for all purposes to:

Judge William Claster

CLASS ACTION CLAIMS CX-104

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY
MINIMUM WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDERS 1, 4, 7, 8, AND 9
SECTION 3);**
2. **CLAIM FOR FAILURE TO PAY
OVERTIME WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDERS 1, 4, 7, 8, AND 9,
SECTION 3);**
3. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES (LAB. CODE §
210)**
4. **CLAIM FOR FAILURE TO
UNLAWFULLY RECEIVE
WAGES (LAB. CODE § 221)**
5. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 1, 4, 7, 8, AND 9,
SECTION 11)**
6. **CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDERS 1, 4, 7, 8 AND 9,
SECTION 12**
7. **CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE**

1 STATEMENTS AND MAINTAIN
2 RECORDS (LAB. CODE § 226(a))

3 8. CLAIM FOR FAILURE TO PAY
4 TIMELY WAGES UPON
5 TERMINATION (LAB. CODE §
6 203)

7 9. CLAIM FOR FAILURE TO PAY
8 FOR NECESSARY EXPENSES
9 (CAL. LAB. CODE § 2802)

10 10. UNLAWFUL BUSINESS
11 PRACTICES UNDER (BUS. AND
12 PROF. CODE, § 17200, ET SEQ.

13 [JURY DEMAND]
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1 Plaintiff Cristobal Flores-Ocampo (“Plaintiff” or “Mr. Flores-Ocampo”) makes the
2 following allegations against Defendant Laguna Cookie Company, Inc. (referred to herein as
3 “LCC” or “Defendant” or “Defendants”):

4 **INTRODUCTION**

5 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
6 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
7 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
8 this complaint through the date of signed order certifying the class in this action.

9 2. Defendants violated California law by preventing Class Members and Subclass
10 Members from providing lawful minimum wages, overtime wages, rest breaks, meal breaks
11 and accurate itemized wage statements.

12 3. In this action, Plaintiff, on behalf of itself and all Class Members and Subclass
13 Members seek unpaid minimum wages, overtime wages, premium wages for missed meal
14 breaks, rest breaks, wages, inaccurate itemized wage statements. Statutory penalties,
15 restitution, declaratory and injunctive relief, attorneys’ fees and costs, prejudgment interest and
16 other relief under California Industrial Welfare Commission (I.W.C.) Wage Order 1-2001, 8
17 Cal. Code of Reg. section 11050 (“Wage Order 1-2001”), Wage Order 4-2001, 8 Cal. Code of
18 Reg. section 11050 (“Wage Order 4-2001”), , Wage Order 7-2001, 8 Cal. Code of Reg.
19 section 11050 (“Wage Order 7-2001”), Wage Order 8-2001, 8 Cal. Code of Reg. section
20 11050 (“Wage Order 8-2001”), Wage Order 9-2001, 8 Cal. Code of Reg. section 11050
21 (“Wage Order 9-2001”), and California Labor Code (Labor Code”) sections 203, 210, 221,
22 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, California Code of Civil Procedure
23 section 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
24 California common law.

25 4. The “Class Period” is designated as the time from four years from the date of filing tis
26 Complaint through the date of signed order certifying the class in this action through the trial
27 of this action based upon the allegation that the violations of the Labor Code and UCL, as
28

described more fully below, have been ongoing since at least four years prior to the date of the instant Complaint in this action and are continuing.

5. During the Class Period, Defendants had a consistent policy and/or practice of failing to provide (1) Plaintiff, Class and Subclass Members with adequate off-duty meal periods at least one half hour every five hours worked; (2) Plaintiff, Class and Subclass Members failing to provide them with adequate legally compliant duty free rest periods of ten minutes every four hours worked or a majority fraction thereof; (3) Plaintiff, Class and Subclass Members with minimum wage or overtime compensation for all hours worked and subject to the Defendants control; (4) Plaintiff, Class and Subclass Members with entitled wages on a timely basis each pay period and end of employment; and (5) knowingly and intentionally failing to furnish timely itemized statements accurately showing the total hours worked by or hourly rate paid to Plaintiff, Class Members and Subclass Members.

6. During the Class Period, Defendants failed to provide Class Members and Subclass Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a day worked as required by Labor Code sections section 226.7, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001.

7. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4) hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001.

8. During the Class Period, Defendants have failed to provide Class Members and Subclass Members with all minimum wages and overtime wages for all hours worked and/or subject to Defendants control as required by Labor Code sections 210, 221, 510, 1194, Wage Order No. 1-2001, Wage Order No. 4-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order No. 9-2001.

1 9. During the Class Period, Defendants have failed to provide Class Members and
2 Subclass Members with accurate itemized wage statements as required by Labor Code section
3 226 (a) and 226.3.

4 10. Accordingly, Defendants violated UCL, with the violations of the California wage and
5 hour laws described above.

6 11. During the Class Period, Defendants have failed to provide Class Members and
7 Subclass Members with all wages upon termination as required by Labor Code sections 201,
8 202, 203, and 204.

9 12. During the Class Period, Defendants have failed to provide Class Members and
10 Subclass Members with all wages for all hours worked as required by Labor Code sections 510
11 and 1194 and applicable Wage Orders.

12 13. Accordingly, Defendants violated UCL, with the violations of the California wage and
13 hour laws described above.

14 **GENERAL ALLEGATIONS**

15 **Parties and Venue.**

16 14. Plaintiff Mr. Flores-Ocampo is, and at all relevant times was, a citizen and resident in the
17 County of Orange in the State of California.

18 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
19 Defendant Laguna Cookie Company, Inc. (“LCC” “Defendant” or “Defendants”) is a California
20 corporation doing business in the State of California with a principal place of business located at
21 360 Belmont Street, York, Pennsylvania, 17403.

22 16. In light of the facts that the wrongful acts of this defendant occurred and the causes
23 against them arose in Orange County, State of California, jurisdiction and venue is proper in
24 Orange County Superior Court.

25 **Doe Allegations.**

26 17. Plaintiff does not presently know the true names and capacities of defendant named as
27 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
28 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are

1 informed and believes and on that basis alleges that each of the fictitious defendants have
2 participated in the acts alleged in this complaint to have been done by the named defendants.

3 **Vicarious Liability.**

4 18. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
5 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
6 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
7 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
8 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
9 wrongful activities of each of the remaining defendants.

10 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

11 19. Plaintiff worked as a non-exempt employee at Defendants. Defendants are a wholesale,
12 retail and manufacturing company.

13 **Defendants Did Not Compensate Employees for Work Time or at End of Employment**

14 20. Defendants had a policy, practice and pattern of failing to compensate employees for all
15 hours worked, including hours that were not properly paid as overtime and minimum wages to
16 Plaintiff, Class and Subclass Members as a result of requiring workers to undergo medical
17 inspections and testing before clocking-in, or off-the-clock work during meal breaks and on-call
18 and on-premises meal breaks as these meal breaks were subject to employer's control. These
19 wages amounted to minimum wages or overtime wages that were never paid during employment
20 or at the end of employment.

21 21. Plaintiff is informed and on that basis believes that all other Class and Subclass Members
22 of Defendants were under the same circumstances and conditions of employment as them.
23 Specifically, all other similarly situated employees were subjected to medical inspections and
24 testing before clocking-in, and on-call and on-premises meal breaks as these meal breaks were
25 subject to employer's control.

26 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

27 22. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
28 work shifts, Plaintiff would be required to maintain a radio device and cell phone and make itself

1 available throughout their shifts and do many work duty tasks revolving around customer
2 service, inventory, shipping, receiving and performing tasks as assigned. During these shifts it
3 would be very busy where they would not be authorized or permitted to take all of their legally
4 compliant entitled uninterrupted 10-minute rest breaks each four hours or majority fraction
5 thereof or a 30 minute uninterrupted meal break every five hours at a reasonably practicable time
6 during their shifts when they worked more than a six, ten and twelve hour shifts. Moreover,
7 Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late,
8 short, on-premises, on-call, interrupted, or no 10-minute rest breaks and/or 30-minute meal
9 breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of
10 their missed, short, late, on-premises, on-call, or interrupted meal breaks or rest periods
11 throughout their employment nor were they paid all of premium wages for the missed, short, late,
12 on-premises, on-call, or interrupted meal breaks and rest periods that should have been paid.

13 23. Plaintiff is informed and on that basis believes that all other similarly situated employees
14 of Defendants were under the same circumstances and conditions of employment as them.
15 Specifically, all other similarly situated employees were not authorized or permitted to take all of
16 their legally compliant entitled uninterrupted 10-minute rest breaks each four hours or a 30-
17 minute uninterrupted meal break every five hours at a reasonably practicable time during their
18 shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern
19 or practice of requiring or pressuring its employees to take late, short, on-premises, on-call,
20 interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable
21 time. Defendants would not compensate the other employees for all of their missed, on-
22 premises, on-call, short, late or interrupted meal breaks or rest periods throughout their
23 employment nor were they paid all of its premium wages for the missed, short, on-premises, on-
24 call, late or interrupted meal breaks and rest periods that should have been paid. Defendants
25 would not compensate the other employees for all of their missed, short, on-premises, on-call,
26 late or interrupted meal breaks or rest periods throughout their employment nor were they paid
27 all of their premium wages for the missed, on-premises, on-call, short, late or interrupted meal
28 breaks and rest periods that should have been paid.

1 **Defendants Provided Inaccurate Wage Statements**

2 24. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
3 their applicable total hours worked, net wages earned, gross wages earned, and actual applicable
4 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1--9.
5 Due to the fact that Defendants either did not provide any paystubs or excluded the hours worth
6 of work, gross and net wages earned that should have been reflected on their paystubs for off-
7 the-clock work time and work during meal and rest periods or on-call and on-premises meal or
8 rest breaks. Therefore, their paystubs did not accurately reflect the total hours worked, net wages
9 earned, gross wages earned, accurately depict deductions that should have been taken out and
10 actual applicable wage rate corresponding with the total hours worked.

11 25. Plaintiff is informed and on that basis believes that the Class, Subclass and all other
12 similarly situated employees of Defendants were under the same circumstances and conditions of
13 employment as them. Specifically, all other similarly situated employees were not provided with
14 accurate itemized wages statements and received paystubs that did not reflect their applicable
15 total hours worked, gross wages earned, net wages earned, depict deductions, and actual
16 applicable wage rates corresponding with the total hours worked by virtue of excluding hourly
17 rate and hours worth of work on their paystubs or the actual applicable wage rate corresponding
18 with the total hours worked.

19 **Defendants Did Not Reimburse Plaintiff and Employees for Necessary Business Expenses**

20 26. Defendants required Plaintiff and similarly situated employees to purchase masks that
21 they needed to use for work purposes and personal cell phones for work purposes without
22 reimbursement.

23 **CLASS ACTION ALLEGATIONS**

24 27. This action is maintainable as a representative action pursuant to California Code of Civil
25 Procedure section 382 as to violations of Wage Order 1-2001, Wage Order 4-2001 , Wage Order
26 7-2001, Wage Order 8-2001 Wage Order 9-2001 applicable California Labor Code and UCL,
27 minimum wage violations, overtime wage violations, failure to pay violations, meal and rest
28 break violations, failure to furnish timely, itemized wage statements, and attorneys' fees and

1 costs. Plaintiff is a representative of other Class Members and Subclass Members and is acting
2 on behalf of their interests. The similarly situated employees are known to Defendants and are
3 readily identifiable and locatable through Defendants own employment records. The Class that
4 Plaintiff seeks to represent is defined as follows:

5
6 All individuals in California who worked for Defendants as nonexempt
7 employees at any time from four years of the date of the filing of this Complaint
through the date of signed order certifying the class.

8
9 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

10 All individuals in California who worked for Defendants as nonexempt
11 employees at any time from three years of the date of the filing of this Complaint
through the date of signed order certifying the class.

12
13 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

14 All individuals in California who worked for Defendants as nonexempt
15 employees at any time from one year of the date of the filing of this Complaint
through the date of signed order certifying the class.

16
17 The Subclass 3 that Plaintiff seek to represent is defined as follows:

18 All individuals in California who worked for Defendants as nonexempt
19 employees whom were issued wage statements that failed to comply with
20 California Labor Code section 226(a) at any time from one year of the date of the
filing of this Complaint through the date of signed order certifying the class.

21
22 The Subclass 4 that Plaintiff seek to represent is defined as follows:

23 All individuals in California whom worked for Defendants as nonexempt
24 employees at any time from four years of the date of the filing of this Complaint
25 through the date of signed order certifying the class that worked any shift more
26 than 5 hours and did not receive a legally compliant thirty-minute uninterrupted
first meal break and not paid a premium wage.

27
28 The Subclass 5 that Plaintiff seek to represent is defined as follows:

1 All individuals in California whom worked for Defendants as nonexempt
2 employees at any time from four years of the date of the filing of this Complaint
3 through the date of signed order certifying the class that worked any shift more
4 than 6 hours and did not receive a legally compliant thirty-minute uninterrupted
5 first meal break and not paid a premium wage.

6
7 The Subclass 6 that Plaintiff seek to represent is defined as follows:

8 All individuals in California whom worked for Defendants as nonexempt
9 employees at any time from four years of the date of the filing of this Complaint
10 through the date of signed order certifying the class that worked any shift more
11 than 10 hours and did not receive a legally compliant thirty-minute uninterrupted
12 second meal break and not paid a premium wage.

13
14 The Subclass 7 that Plaintiff seek to represent is defined as follows:

15 All individuals in California whom worked for Defendants as nonexempt
16 employees at any time from four years of the date of the filing of this Complaint
17 through the date of signed order certifying the class that worked any shift more
18 than 3 and a half hours and did not receive a legally compliant ten-minute
19 uninterrupted first rest break and not paid a premium wage.

20
21 The Subclass 8 that Plaintiff seek to represent is defined as follows:

22 All individuals in California whom worked for Defendants as nonexempt
23 employees at any time from four years of the date of the filing of this Complaint
24 through the date of signed order certifying the class that worked any shift more
25 than 6 hours and did not receive a legally compliant second ten-minute
26 uninterrupted second rest break and not paid a premium wage.

27
28 The Subclass 9 that Plaintiff seek to represent is defined as follows:

All individuals in California whom worked for Defendants as nonexempt
employees and subjected to a practice or policy resulting in them working off-the-
clock and not paid for all entitled minimum hours worked at any time from four
years of the date of the filing of this Complaint through the date of signed order
certifying the class.

The Subclass 10 that Plaintiff seek to represent is defined as follows:

All individuals in California whom worked for Defendants as nonexempt
employees and subjected to a practice or policy resulting in them working off-the-
clock and not paid for all entitled overtime hours worked at any time from four

1 years of the date of the filing of this Complaint through the date of signed order
2 certifying the class.

3 The Subclass 11 that Plaintiff seek to represent is defined as follows:

4 All individuals in California whom worked for Defendants as nonexempt
5 employees and subjected to a practice or policy subjecting them to pre-shift
6 temperature checks or medical testing and not paid for all entitled minimum hours
7 worked at any time from four years of the date of the filing of this Complaint
8 through the date of signed order certifying the class.

9 The Subclass 12 that Plaintiff seek to represent is defined as follows:

10 All individuals in California whom worked for Defendants as nonexempt
11 employees and subjected to a practice or policy subjecting them to pre-shift
12 temperature checks or medical testing and not paid for all entitled overtime hours
13 worked at any time from four years of the date of the filing of this Complaint
14 through the date of signed order certifying the class.

15 The Subclass 13 that Plaintiff seek to represent is defined as follows:

16 All individuals in California whom worked for Defendants as nonexempt
17 employees and not timely paid all entitled wages from four years of the date of
18 the filing of this Complaint through the date of signed order certifying the class.

19 The Subclass 14 that Plaintiff seek to represent is defined as follows:

20 All individuals in California whom worked for Defendants as nonexempt
21 employees and not timely paid all entitled wages from three years of the date of
22 the filing of this Complaint through the date of signed order certifying the class.

23 The Subclass 15 that Plaintiff seek to represent is defined as follows:

24 All individuals in California whom worked for Defendants as nonexempt
25 employees at any time from four years of the date of the filing of this Complaint
26 through the date of signed order certifying the class that worked any shift more
27 than 5 hours and was subjected to a practice or policy that resulted in them
28 working off-the-clock during any first meal break and not paid a premium wage.

The Subclass 16 that Plaintiff seek to represent is defined as follows:

All individuals in California whom worked for Defendants as nonexempt
employees at any time from four years of the date of the filing of this Complaint
through the date of signed order certifying the class that worked any shift more

1 than 6 hours and was subjected to a practice or policy that resulted in them
2 working off-the-clock during any first meal break and not paid a premium wage.

3 The Subclass 17 that Plaintiff seek to represent is defined as follows:

4 All individuals in California whom worked for Defendants as nonexempt
5 employees at any time from four years of the date of the filing of this Complaint
6 through the date of signed order certifying the class that worked any shift more
7 than 10 hours and was subjected to a practice or policy that resulted in them
8 working off-the-clock during any second meal break and not paid a premium
9 wage.

10 The Subclass 18 that Plaintiff seek to represent is defined as follows:

11 All individuals in California whom worked for Defendants as nonexempt
12 employees at any time from three years of the date of the filing of this Complaint
13 through the date of signed order certifying the class that was subjected to a policy
14 or practice that resulted in the employees using their personal cell phone for work
15 purposes and not reimbursed.

16 The Subclass 19 that Plaintiff seek to represent is defined as follows:

17 All individuals in California whom worked for Defendants as nonexempt
18 employees at any time from three years of the date of the filing of this Complaint
19 through the date of the signed order certifying the class that was subjected to a
20 policy or practice that resulted in the employees having to purchase masks for
21 work purposes and not reimbursed.

22 28. The individuals included within the alleged Class and Subclass are over one hundred
23 (100) and is so numerous that joinder of each of them would be impracticable, and the
24 disposition of their claims in a class action, rather than in numerous individual actions, will
25 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 19
26 shall be collectively referred to herein as “Subclass”.

27 29. Among the proposed Class and Subclass there is a well-defined community of interest in
28 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
These common questions include, but are not limited to:

- a. Whether Defendants failure to compensate minimum wages to all Class Members and
Subclass Members for all hours worked violates Labor Code sections 210, 221, 510,

1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order
8-2001; Wage Order 9-2001;

b. Whether Defendants failure to compensate overtime wages to all Class Members and
Subclass Members for all hours worked violates Labor Code sections 210, 221, 510,
1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order
8-2001; Wage Order 9-2001;

c. Whether Defendants failure to pay all Class Members and Subclass Members for all
wages upon termination, resignation or end of employment violates Labor Code
sections 201, 202, and 203;

d. Whether Defendants failure to provide meal periods to Class Members and Subclass
Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage
Order 4-2001; Wage Order 7-2001; Wage Order 8-2001; Wage Order 9-2001;

e. Whether Defendants failure to provide meal periods to Class Members and Subclass
Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage
Order 4-2001; Wage Order 7-2001; Wage Order 8-2001; Wage Order 9-2001;

f. Whether Defendants failure to provide rest periods to Class Members and Subclass
Members violates Labor Code section 226.7 and Wage Order 1-2001; Wage Order 4-
2001; Wage Order 7-2001; Wage Order 8-2001; Wage Order 9-2001;

g. Whether Defendants failure to keep accurate payroll records of daily hours worked
violates Labor Code section 1174;

h. Whether Defendants' failure to provide Class Members and Subclass Members with
itemized statements of wages and hours worked violates Labor Code section 226;

i. Whether Defendants various violations of the Labor Code serve as predicate
violations of the UCL.

30. Common questions of law and/or fact predominate over questions that affect only
individual Class Members and Subclass Members.

31. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

FIRST CAUSE OF ACTION

(Claim for Failure to Provide Minimum Wages – Lab. Code 510, 1194 and Wage Orders 1, 4, 7, 8, 9 Section 3, by Plaintiff, Subclass and Class Against All Defendants and DOES 1-50)

32. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

33. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

34. Defendants were required to compensate Plaintiff for all hours worked pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001 Section 3, Wage Order 9-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members are entitled to minimum wages and civil penalties as a consequence of this failure.

35. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for all of the minimum wages they are entitled to pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001 Section 3, Wage Order 9-2001 Section 3. It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

36. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

37. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages available pursuant to the Labor Code, Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order 9-2001 Section 3 and an award of reasonable attorney's

1 fees and costs. The exact amount of the applicable penalties is an amount to be shown according
2 to proof at trial.

3 **SECOND CAUSE OF ACTION**

4 **(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 1,
5 4, 7, 8, 9 Section 3, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

6 38. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
7 and below by reference as though set forth in full in this cause of action.

8 39. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

9 40. Defendants were required to compensate Plaintiff for all hours worked pursuant to
10 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
11 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001 Section 3, Wage Order 9-
12 2001 Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members are
13 entitled to overtime wages and civil penalties as a consequence of this failure.

14 41. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
15 all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and
16 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order
17 7-2001; Wage Order 8-2001 Section 3, Wage Order 9-2001 Section 3. It failed to do so. Plaintiff,
18 Class Members and Subclass Members are entitled to civil penalties and owed wages as a
19 consequence of this failure.

20 42. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
21 Subclass Members have suffered and continues to suffer substantial losses related to the use and
22 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
23 in seeking to compel Defendants to fully perform its obligation under state law, all to their
24 respective damage in amounts according to proof at trial and within the jurisdictional limitations
25 of this Court.

26 43. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages
27 available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 1-2001;
28 Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001 Section 3, Wage Order 9-2001

1 Section 3, and an award of reasonable attorney's fees and costs. The exact amount of the
2 applicable penalties is an amount to be shown according to proof at trial.

3 **THIRD CAUSE OF ACTION**

4 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff,
Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

5 44. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
6 above and below by reference as though set forth in full in this cause of action.

7 45. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
8 employee.

9 46. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

10 47. Defendant failed to pay Plaintiff, Class Members and Subclass Members minimum and
11 overtime wages as required by California Labor Code section 210. As a result, Defendant's
12 are liable to Plaintiffs, Class Members and Subclass Members, plus reasonable attorney's fees
13 and costs of suit.

14 48. Plaintiff, on behalf of itself, Class Members and Subclass Members, also request relief as
15 described below.

16 49. The exact amount of the applicable damages is an amount to be shown according to proof
17 at trial.

18 **FOURTH CAUSE OF ACTION**

19 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 221 by Plaintiff,
Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

20 50. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
21 above and below by reference as though set forth in full in this cause of action.

22 51. Pursuant to Labor Code section 210, it shall be unlawful for any employer to collect or
23 receive from an employee any part of wages theretofore paid by said employer to said employee.

24 52. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

25 53. Defendant failed to pay Plaintiffs, Class Members and Subclass Members their entitled
26 minimum wages and overtime wages. As a result, Defendants are liable to former employee
27 Plaintiffs, Class Members and Subclass Members wages, plus reasonable attorney's fees and
28 costs of suit.

54. Plaintiff, on behalf of itself and Class Members, Subclass Members, also request relief as described below.

55. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

FIFTH CAUSE OF ACTION

(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 1, 4, 7, 9, 12, Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

56. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

57. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

58. Defendants were required to authorize and permit Plaintiff and Class Members and Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order 9-2001 Section 11(A) and Labor Code sections 226.7 and 512. Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to premium wages and civil penalties as a consequence of this failure.

59. Defendants were required to pay the Plaintiff, Class Members and Subclass Member employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7, and 512, Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001; Wage Order 9-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

60. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

61. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages available pursuant to the Labor Code, Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order 9-2001 and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 1, 4, 7, 9, 12, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

62. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

63. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

64. Defendants were required to authorize and permit employees to take uninterrupted rest periods pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order 9-2001 Section 12(A) and Labor Code sections 226.7 and 512. It failed to do so by not allowing such uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed wages and civil penalties as a consequence of this failure.

65. Defendants were required to pay the employees one (1) hour of pay at their regular rate of compensation for each workday that the legally compliant rest period is not provided, pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order 9-2001 Section 12(B). Defendants failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil penalties as a consequence of this failure.

66. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations

1 of this Court. The exact amount of the applicable penalties is an amount to be shown according
2 to proof at trial.

3 67. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
4 Members seek all civil penalties and owed wages available pursuant to the Labor Code and
5 Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 8-2001, Wage Order
6 9-2001 and an award of reasonable attorney's fees and costs.

7 **SEVENTH CAUSE OF ACTION**

8 **(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class
9 and Subclass Against All Defendants and DOES 1-50)**

10 68. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
11 and below by reference as though set forth in full in this cause of action.

12 69. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

13 70. Labor Code section 226(a) requires An employer, semimonthly or at the time of each
14 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
15 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
16 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
17 hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-
18 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
19 all deductions, provided that all deductions made on written orders of the employee may be
20 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
21 which the employee is paid, (7) the name of the employee and only the last four digits of his or
22 her social security number or an employee identification number other than a social security
23 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
24 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
25 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate by the
27 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
28 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the

1 time of each payment of wages furnish each employee, either as a detachable part of the check,
2 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
3 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
4 (3) the name of the employee or the employee's social security number; and (4) the name of the
5 employer, provided all deductions made on written orders of the employee may be aggregated
6 and shown as one item.”

7 71. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
8 Subclass Members with timely and accurate wage and hour statements showing gross wages
9 earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in
10 effect during each pay period, and the corresponding number of hours worked at each hourly rate
11 by them and Class Members and Subclass Members.

12 72. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
13 intentional failure to provide them with accurate the wage and hour statements required by law,
14 which injury shall exceed the jurisdictional minimums of the superior court.

15 **EIGHTH CAUSE OF ACTION**

16 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by** 17 **Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-** 18 **50)**

19 73. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
20 above and below by reference as though set forth in full in this cause of action.

21 74. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages
22 owed to an employee who is either discharged or quits.

23 75. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

24 76. Defendant failed to pay Class Members who are no longer employed by Defendant
25 compensation due upon termination as required by California Labor Code section 201 and 202.

26 As a result, Defendant's are liable to former employee Class Members waiting time penalties
27 provided under California Labor Code section 203, plus reasonable attorney's fees and costs of
28 suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to

1 compensate it for minim wages, overtime time and hours worked in violation of Labor Code
2 section 203.

3 77. Plaintiff, on behalf of itself and Class Members, also request relief as described below.

4 78. The exact amount of the applicable damages is an amount to be shown according to proof
5 at trial.

6 **NINTH CAUSE OF ACTION**

7 **(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §§
2802, 2804 Plaintiff, Class and Subclass Against All)**

8 79. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs above
9 and below by reference as though set forth in full in this cause of action.

10 80. Plaintiff brings this claim on behalf of himself, the Class Members and Subclass
11 Members.

12 81. Plaintiff, Class Members and Subclass Members were non-exempt employees of RHC. In
13 the course of their employment, Plaintiff, Class Members and Subclass Members were not
14 reimbursed for expenses arising in the course and scope of their services. These expenses
15 included, but not limited to, purchasing masks for work and maintaining a cell phone for work.

16 82. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled
17 to the protections of IWC Order 1-2001, IWC Order 4-2001, IWC Order 7-2001, IWC Order 8-
18 2001, IWC Order 9-2001 (Title 8 of the California Code of Regulations § 11090), and California
19 Labor Code § 200, 500, 1194, 1197, and 1198).

20 83. At all relevant times, Plaintiff, Class and Subclass were subject to the Labor Code of the
21 State of California, and to the existing and applicable IWC Order 1-2001, IWC Order 4-2001,
22 IWC Order 7-2001, IWC Order 8-2001, IWC Order 9-2001 (Title 8, California Code of
23 Regulations §§ 11000, 11090).

24 84. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
25 2802 which states that “an employer shall indemnify his or her employees for all necessary
26 expenditures or losses incurred by the employee indirect consequence of the discharge of his
27 duties, or of his obedience to the directions of the employer.”
28

1 85. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
2 2804 which states that “any contract or agreement, express or implied, made by any employee to
3 waive the benefits of this article or any part thereof, is null and void, and this article shall not
4 deprive any employee or his personal representative of any right or remedy to which he is
5 entitled under the laws of this State.”

6 86. As a proximate result of Defendant’s policies in violation of Labor Code §§ 2802 and
7 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be
8 shown according to proof to be in excess of the jurisdictional minimum of this Court.

9 87. Plaintiff is entitled to expenses, attorney’s fees. Interest, and costs of suit pursuant to
10 Labor Code § 2802(c) for bringing this action.

11 88. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of
12 necessary expenditures under this section shall carry interest at the same rate as judgment in civil
13 actions. Interest shall accrue from the date on which the employee incurred the necessary
14 expenditure. Plaintiff, Class Members and Subclass Members are entitled to said interest.

15 89. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for
16 expenses including, but not limited to, purchasing masks for work and maintaining a cell phone
17 for work, attorney’s fees, interest, and costs of suit pursuant to Labor code § 2802 for bringing
18 this action.

19 **TENTH CAUSE OF ACTION**

20 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**
21 **By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

22 90. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
23 above and below by reference as though set forth in full in this cause of action.

24 91. Business & Professions Code section 17200 states “As used in this chapter, unfair
25 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
26 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
27 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
28 Code.”

92. Through Defendants' conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief, the defendant has engaged in business practices in California by practicing, employing, and utilizing, the employment practices outlined in the preceding paragraphs all in violation of California law and the applicable Industrial Welfare Commission Wage Order. Defendants' use of such practices constitutes an unfair business practice, unfair competition, and provides an unfair advantage over Defendants' competitors doing business in the State of California that comply with their obligations to properly provide employment conditions in compliance with the law and pay employees for all earned wages and compensation as required by law.

93. Defendants' violations of the California Civil Code, Labor Code and the applicable Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful business practices because these actions were done in a systematic manner over a period of time to the detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years preceding the filing of this complaint and include, but are not limited to, failure to (i) include the gross wages earned, total hours worked, net wages earned and applicable hourly rates into the employee paystubs to allow them to ascertain the hourly rate in which they could expect to be paid; (ii) maintain accurate records and provide and maintain accurate itemized wage statements reflecting the amount of hours worked and applicable hourly rates; (iii) failure to pay timely wages upon end of employment; (iv) failure to pay timely wages each pay period; (v) failure to pay for off-the-clock work; (vi) failure to provide all legally compliant meal and rest breaks. Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair business practices prohibited by California Business and Professions Code sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff of the minimum working condition standards and conditions due, including those under Labor Code and Wage Order.

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

Members, Subclass Members are entitled have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

95. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class Members, Subclass Members are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

96. Plaintiff, Class Members, Subclass Members are entitled to an injunction and other declaratory and equitable relief against such practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

97. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants is not enjoined from the conduct set forth in this Complaint, they will continue to fail to pay the wage and compensation required to be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

98. As a direct and proximate result of Defendants conduct, Defendants have received and will continue to receive monies that rightfully belong to members of the general public who have been adversely affected by Defendants conduct, as well as to Plaintiff, Class Members, Subclass Members by virtue of any unpaid wages and other monies or penalties associated therewith.

99. Plaintiff is entitled and seeks any and all available remedies including but not limited to restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and Subclass, prays for judgment against Defendants as follows:

- A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;

- 1 B. Class notice to all Class Members and Subclass Members in California who worked
2 for Defendants from four years prior to the filing of the original Complaint through
3 the trial of this action;
- 4 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 5 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 6 E. The Court declare Defendants policies and/or practices of failing to provide minimum
7 wages violates California Labor Code section, 210, 221, 512 and 1194 and Wage
8 Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage
9 Order 12-2001 Section 3 by failing to provide the Class Members, Subclass Members
10 and Aggrieved Employees with minimum wages for all hours worked;
- 11 F. The Court declare Defendants policies and/or practices of failing to provide overtime
12 wages violates California Labor Code sections, 210, 221, 512 and 1194 and Wage
13 Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage
14 Order 12-2001 Section 3 by failing to provide the Class Members, Subclass
15 Members and Aggrieved Employees with overtime wages for all hours worked;
- 16 G. The Court declare Defendants policies and/or practices of failing to provide meal
17 periods violates California Labor Code section 226.7, and 512 and Wage Order 1-
18 2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order
19 12-2001 Section 11(A) by failing to provide the Class Members, Subclass Members
20 and Aggrieved Employees with meal periods of at least one-half hour in which they
21 were relieved of all duties for every five hours of work;
- 22 H. The Court declare Defendants policies and/or practices of failing to provide rest
23 periods violates California Labor Code section 226.7 and Wage Order 1-2001; Wage
24 Order 4-2001; Wage Order 7-2001; Wage Order 9-2001; Wage Order 12-2001
25 Section 12(A) by failing to provide the Class Members, Subclass Members and
26 Aggrieved Employees with rest periods of at least ten minutes in which they were
27 relieved of all duties for every four hours of work or major fraction thereof;
- 28

- 1 I. The Court declare Defendants policies and/or practices of failing to furnish accurate
2 wage statement to Class Members, Subclass Members and Aggrieved employees
3 violates Labor Code section 226; and
- 4 J. The Court declare Defendants policies and/or practices of failing to keep accurate
5 payroll records of daily hours worked for Plaintiff, Subclass Members and Class
6 Members violates Labor Code section 1174 and 1174.5.
- 7 K. The Court declare Defendants policies and/or practices of failing to reimburse
8 Plaintiff, Subclass Members and Class Members for business expenses violates Labor
9 Code section 2802.

10
11 **First Causes of Action:**

- 12 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
13 pursuant to Labor Code section 1194.
- 14 2. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.
- 16 3. An award to Class and Subclass Representative Plaintiff, and the Class Members and
17 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
18 Procedure Code section 1021.5, California Labor Code section 1194 and/or other applicable law.

19
20 **Second Causes of Action:**

- 21 4. For an award of damages to Plaintiff and the Class Members and Subclass Members
22 pursuant to Labor Code sections 510 and 1194.
- 23 5. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.
- 25 6. An award to Class and Subclass Representative Plaintiff, and the Class Members and
26 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
27 Procedure Code section 1021.5, California Labor Code section 510 and 1194 and/or other
28 applicable law.

1
2 **Third Causes of Action:**

3 7. For an award of damages to Plaintiffs and the Class Members and Subclass Members
4 pursuant to Labor Code section 210.

5 8. The exact amount of the applicable damages is an amount to be shown according to proof at
6 trial and within the jurisdictional limits of the Court.

7 9. An award to Class and Subclass Representative Plaintiff, and the Class Members and
8 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
9 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.
10

11 **Fourth Causes of Action:**

12 10. For an award of damages to Plaintiffs and the Class Members and Subclass Members
13 pursuant to Labor Code section 221.

14 11. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.

16 12. An award to Class and Subclass Representative Plaintiff, and the Class Members and
17 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
18 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.
19

20 **Fifth Causes of Action:**

21 13. For an award of damages to Plaintiff and the Class Members and Subclass Members
22 pursuant to Labor Code section 226.7 (c).

23 14. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 15. An award to Class and Subclass Representative Plaintiff, and the Class Members and
26 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
27 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.
28

1 **Sixth Causes of Action:**

2 16. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
3 Labor Code section 226.7 (c).

4 17. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 18. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
7 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
8 1021.5, California 226, 226.7 and/or other applicable law.

9
10 **Seventh Causes of Action:**

11 19. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
12 to Labor Code section 226.

13 20. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
14 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
15 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
16 applicable damages is an amount to be shown according to proof at trial and within the
17 jurisdictional limits of the Court.

18 21. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

19
20 **Eighth Causes of Action:**

21 22. For an award for the Plaintiff and Class Members for owed wages and penalties,
22 plus interest pursuant to Labor Code section 203.

23 23. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 24. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

26 25. California Code of Civil Procedure 1021.5.
27
28

1 **Ninth Causes of Action:**

2 26. For an award of damages to Plaintiff and the Class Members and Subclass Members
3 pursuant to Labor Code section 2802 et seq.

4 27. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 28. An award to Class and Subclass Representative Plaintiff, and the Class Members and
7 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
8 Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.

9
10 **Tenth Causes of Action:**

11 24. For a temporary restraining order, a preliminary injunction, and a permanent injunction
12 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
13 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
14 business practices described in Paragraphs 90 through 99 above;

15 25. For restitution, lost wages and penalties therewith;

16 26. For pre-judgment and post-judgment interest to the extent permitted by law;

17 27. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
18 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
19 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

20 28. For such other relief as the Court deems just and proper.

21
22 **As to All Causes of Action:**

23 29. For reasonable attorneys' fees and costs incurred

24 30. Interest accrued to date under the California Labor Code, including under Sections 226.7;

25 31. For such other and further relief as this Court may deem just and proper.
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27
28

1 Dated: October 22, 2020

Jackson Law, APC

2
3 By:/s/ Armond M. Jackson
4 Armond M. Jackson
5 Attorneys for Plaintiff Cristobal Flores-
Ocampo

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff Cristobal Flores-Ocampo demands a jury trial in the above captioned matter.

8 Dated: October 22, 2020

Jackson Law, APC

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10
11 By:/s/ Armond M. Jackson
12 Armond M. Jackson
13 Attorneys for Plaintiff Cristobal Flores-
14 Ocampo
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