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

JUAN SALVADOR VILLANUEVA, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,

Case No.: 30-2020-01166375-CU-OE-CXC

Assigned for all purposes to:

Judge Glenda Sanders

CLASS ACTION CLAIMS

COMPLAINT FOR: CX-101

- 1. CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 1, 4, 7, AND 9,
SECTION 11)**
- 2. CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDERS 1, 4, 7, AND 9,
SECTION 12)**
- 3. CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
- 4. CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
- 5. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Juan Salvador Villanueva (“Plaintiff” or “Mr. Villanueva”) makes the
2 following allegations against Defendant La Carreta Supermarkets, Inc. (referred to herein as
3 “LCS” 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 premium wages for missed meal breaks, rest breaks, wages, inaccurate itemized
14 wage statements. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’
15 fees and costs, prejudgment interest and other relief under California Industrial Welfare
16 Commission (I.W.C.) Wage Order 7-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 7-
17 2001”), Wage Order 8-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 8-2001”) and
18 California Labor Code (Labor Code”) sections 203, 226(a) 1-2, 5, 9, 226.3, 226.7, 512,
19 California Code of Civil Procedure section 1021.5, California Business and Professions Code
20 sections 17200 et seq. (“UCL”), and California common law.

21 4. The “Class Period” is designated as the time from four years from the date of filing tis
22 Complaint through the date of signed order certifying the class in this action through the trial
23 of this action based upon the allegation that the violations of the Labor Code and UCL, as
24 described more fully below, have been ongoing since at least four years prior to the date of the
25 instant Complaint in this action and are continuing.

26 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
27 provide (1) Plaintiff, Class and Subclass Members with adequate off-duty meal periods at least
28 one half hour every five hours worked; (2) Plaintiff, Class and Subclass Members failing to

1 provide them with adequate legally compliant duty free rest periods of ten minutes every four
2 hours worked or a majority fraction thereof; (3) and knowingly and intentionally failing to
3 furnish timely itemized statements accurately showing the total hours worked by or hourly rate
4 paid to Plaintiff, Class Members and Subclass Members.

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

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

13 8. During the Class Period, Defendants have failed to provide Class Members and
14 Subclass Members with accurate itemized wage statements as required by Labor Code section
15 226 (a) and 226.3.

16 9. Accordingly, Defendants violated UCL, with the violations of the California wage and
17 hour laws described above.

18 10. During the Class Period, Defendants have failed to provide Class Members and
19 Subclass Members with all wages upon termination as required by Labor Code sections 201,
20 202, 203, and 204.

21 11. Accordingly, Defendants violated UCL, with the violations of the California wage and
22 hour laws described above.

23 **GENERAL ALLEGATIONS**

24 **Parties and Venue.**

25 13. Plaintiff Mr. Villanueva is, and at all relevant times was, a citizen and resident in the
26 County of Orange in the State of California.

27 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times
28 Defendant La Carreta Supermarkets, Inc. (“LCS” “Defendant” or “Defendants”) is a California

corporation doing business in the State of California with a principal place of business located at 4637 E. Chapman Avenue, Orange, California, 92869.

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

Doe Allegations.

16. Plaintiff does not presently know the true names and capacities of defendant named as Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are informed and believes and on that basis alleges that each of the fictitious defendants have participated in the acts alleged in this complaint to have been done by the named defendants.

Vicarious Liability.

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

COMMON ALLEGATIONS TO ALL CAUSES OF ACTION

18. Plaintiff worked as a non-exempt employee at Defendants. Defendants are a supermarket offering products to its customers.

Defendants Did Not Provide All Meal Breaks and Rest Breaks

19. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these work shifts, Plaintiff would be required to do many work duty tasks revolving around servicing customers and performing tasks as assigned. During these shifts it would be very busy where Plaintiff would not be authorized or permitted to take all of its legally compliant entitled uninterrupted 10-minute rest breaks each four hours or majority fraction thereof or a 30 minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts

1 when they worked more than a six, ten and twelve hour shifts. Moreover, Defendants had a
2 policy, pattern or practice of requiring or pressuring its employees to take late, short, on-
3 premises, interrupted, or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably
4 practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late,
5 on-premises or interrupted meal breaks or rest periods throughout their employment nor were
6 they paid all of premium wages for the missed, short, late, on-premises or interrupted meal
7 breaks and rest periods that should have been paid.

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

23 **Defendants Provided Inaccurate Wage Statements**

24 21. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
25 their applicable total hours worked, net wages earned, gross wages earned, and actual applicable
26 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1-5, 6, 7
27 and 9. Due to the fact that Defendants either did not provide any paystubs or excluded the hours
28 worth of work, gross and net wages earned that should have been reflected on their paystubs for

1 premium wages. Therefore, their paystubs did not accurately reflect the total hours worked, net
2 wages earned, gross wages earned, accurately depict deductions that should have been taken out
3 and actual applicable wage rate corresponding with the total hours worked.

4 22. Plaintiff is informed and on that basis believes that the Class, Subclass and all other
5 similarly situated employees of Defendants were under the same circumstances and conditions of
6 employment as them. Specifically, all other similarly situated employees were not provided with
7 accurate itemized wages statements and received paystubs that did not reflect their applicable
8 total hours worked, gross wages earned, net wages earned, depict deductions, and actual
9 applicable wage rates corresponding with the total hours worked by virtue of excluding hourly
10 rate and hours worth of work on their paystubs or the actual applicable wage rate corresponding
11 with the total hours worked.

12 **CLASS ACTION ALLEGATIONS**

13 23. This action is maintainable as a representative action pursuant to California Code of Civil
14 Procedure section 382 as to violations of Wage Order 7-2001, Wage Order 8-2001 applicable
15 California Labor Code and UCL, meal and rest break violations, failure to pay, failure to furnish
16 timely, itemized wage statements, and attorneys' fees and costs. Plaintiff is a representative of
17 other Class Members and Subclass Members and is acting on behalf of their interests. The
18 similarly situated employees are known to Defendants and are readily identifiable and locatable
19 through Defendants own employment records. The Class that Plaintiff seeks to represent is
20 defined as follows:

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

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

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

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

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

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

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

10 The Subclass 4 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 four years of the date of the filing of this Complaint
13 through the date of signed order certifying the class that worked any shift more
14 than 5 hours and did not receive a legally compliant thirty-minute uninterrupted
first meal break and not paid a premium wage.

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

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

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

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

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

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

1 than 3 and a half hours and did not receive a legally compliant ten-minute
2 uninterrupted first rest break and not paid a premium wage.

3 The Subclass 8 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 6 hours and did not receive a legally compliant second ten-minute
8 uninterrupted second rest break and not paid a premium wage.

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

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

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

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

21 The Subclass 11 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 three 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 10 hours and did not receive a legally compliant thirty-minute uninterrupted
26 second meal break and not paid a premium wage.

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

28 All individuals in California whom worked for Defendants as nonexempt
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 that worked any shift more
than 3 and a half hours and did not receive a legally compliant ten-minute
uninterrupted first rest break and not paid a premium wage.

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

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

6 24. The individuals included within the alleged Class and Subclass are over one hundred
7 (100) and is so numerous that joinder of each of them would be impracticable, and the
8 disposition of their claims in a class action, rather than in numerous individual actions, will
9 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 13
10 shall be collectively referred to herein as “Subclass”.

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

- 14 a. Whether Defendants failure to pay all Class Members and Subclass Members for all
15 wages upon termination, resignation or end of employment violates Labor Code
16 sections 201, 202, and 203;
- 17 b. Whether Defendants failure to provide meal periods to Class Members and Subclass
18 Members violates Labor Code sections 226.7, 512 and Wage Order 7-2001; Wage
19 Order 8-2001;
- 20 c. Whether Defendants failure to provide rest periods to Class Members and Subclass
21 Members violates Labor Code section 226.7 and Wage Order 7-2001; Wage Order 8-
22 2001;
- 23 d. Whether Defendants failure to keep accurate payroll records of daily hours worked
24 violates Labor Code section 1174;
- 25 e. Whether Defendants’ failure to provide Class Members and Subclass Members with
26 itemized statements of wages and hours worked violates Labor Code section 226;
- 27 f. Whether Defendants various violations of the Labor Code serve as predicate
28 violations of the UCL.

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

27. 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 Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 7 and 8 Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

28. 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.

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

30. 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 7-2001; Wage Order 8-2001; 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.

31. 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 7-2001; Wage Order 8-2001; 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.

32. 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.

33. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages available pursuant to the Labor Code, Wage Order 7-2001; Wage Order 8-2001; 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.

SECOND CAUSE OF ACTION

(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 7 and 8, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

34. 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.

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

36. Defendants were required to authorize and permit employees to take uninterrupted rest periods pursuant to Industrial Welfare Commission Wage Order 7-2001; Wage Order 8-2001; 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.

37. 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 7-2001; Wage Order 8-2001 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.

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

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

THIRD CAUSE OF ACTION

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

40. 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.

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

42. Labor Code section 226(a) requires An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) 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, beginning July 1, 2013, if the employer is a temporary services employer as 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 time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;

1 (3) the name of the employee or the employee's social security number; and (4) the name of the
2 employer, provided all deductions made on written orders of the employee may be aggregated
3 and shown as one item.”

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

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

12 **FOURTH CAUSE OF ACTION**

13 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
14 **Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-**
15 **50)**

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

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

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

21 48. Defendant failed to pay Class Members who are no longer employed by Defendant
22 compensation due upon termination as required by California Labor Code section 201 and 202.
23 As a result, Defendant’s are liable to former employee Class Members waiting time penalties
24 provided under California Labor Code section 203, plus reasonable attorney’s fees and costs of
25 suit. At the time of Plaintiff’s termination, Plaintiff was owed wages for Defendant’s failure to
26 compensate it for wages for hours worked in violation of Labor Code section 203.

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

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

1 **FIFTH CAUSE OF ACTION**

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

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

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

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

20 54. Defendants’ violations of the California Civil Code, Labor Code and the applicable Wage
21 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
22 practices because these actions were done in a systematic manner over a period of time to the
23 detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years
24 preceding the filing of this complaint and include, but are not limited to, failure to (i) include the
25 gross wages earned, total hours worked, net wages earned and applicable hourly rates into the
26 employee paystubs to allow them to ascertain the hourly rate in which they could expect to be
27 paid; (ii) maintain accurate records and provide and maintain accurate itemized wage statements
28 reflecting the amount of hours worked and applicable hourly rates; (iii) failure to pay timely
wages upon end of employment; (iv) failure to provide all legally compliant meal and rest

1 breaks. Plaintiff is informed and believes and on that basis alleges that, at all times herein
2 mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair
3 business practices prohibited by California Business and Professions Code sections 17200 et
4 seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff of the
5 minimum working condition standards and conditions due, including those under Labor Code
6 and Wage Order.

7 55. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class Members,
8 Subclass Members have suffered injury in fact and lost money or property. Plaintiff, Class
9 Members, Subclass Members are entitled have been deprived of the rights to accurate and
10 itemized wage statements, wages and benefits due including those as alleged herein.

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

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

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

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

60. 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;
- B. Class notice to all Class Members and Subclass Members in California who worked for Defendants from four years prior to the filing of the original Complaint through the trial of this action;
- C. Plaintiff be appointed as the representative of the Class and Subclass;
- D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- E. The Court declare Defendants policies and/or practices of failing to provide meal periods violates California Labor Code section 226.7, and 512 and Wage Order 7-2001; Wage Order 8-2001; Section 11(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with meal periods of at least one-half hour in which they were relieved of all duties for every five hours of work;
- F. The Court declare Defendants policies and/or practices of failing to provide rest periods violates California Labor Code section 226.7 and Wage Order 7-2001; Wage Order 8-2001; Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;
- G. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226; and

1 H. The Court declare Defendants policies and/or practices of failing to keep accurate
2 payroll records of daily hours worked for Plaintiff, Subclass Members and Class
3 Members violates Labor Code section 1174 and 1174.5.

4 **First Causes of Action:**

- 5 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
6 pursuant to Labor Code section 226.7 (c).
7 2. The exact amount of the applicable damages is an amount to be shown according to proof at
8 trial and within the jurisdictional limits of the Court.
9 3. An award to Class and Subclass Representative Plaintiff, and the Class Members and
10 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
11 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

12
13 **Second Causes of Action:**

- 14 4. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
15 Labor Code section 226.7 (c).
16 5. The exact amount of the applicable damages is an amount to be shown according to proof at
17 trial and within the jurisdictional limits of the Court.
18 6. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
19 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
20 1021.5, California 226, 226.7 and/or other applicable law.

21
22 **Third Causes of Action:**

- 23 7. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
24 to Labor Code section 226.
25 8. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
27 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
28

1 applicable damages is an amount to be shown according to proof at trial and within the
2 jurisdictional limits of the Court.

3 9. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).
4

5 **Fourth Causes of Action:**

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

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

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

11 13. California Code of Civil Procedure 1021.5.
12

13 **Fifth Causes of Action:**

14 14. For a temporary restraining order, a preliminary injunction, and a permanent injunction
15 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
16 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
17 business practices described in Paragraphs 77 through 86 above;

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

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

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

23 18. For such other relief as the Court deems just and proper.
24

25 **As to All Causes of Action:**

26 19. For reasonable attorneys' fees and costs incurred

27 20. Interest accrued to date under the California Labor Code, including under Sections 226.7;

28 21. For such other and further relief as this Court may deem just and proper.

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2 Dated: October 21, 2020

Jackson Law, APC

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4 By:/s/ Armond M. Jackson
Armond M. Jackson
5 Attorneys for Plaintiff Juan Salvador
Villanueva

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff Juan Salvador Villanueva demands a jury trial in the above captioned matter.
8

9 Dated: October 21, 2020

Jackson Law, APC

10 By:/s/ Armond M. Jackson
Armond M. Jackson
11 Attorneys for Plaintiff Juan Salvador
Villanueva
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