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Sherri R. Carter, Executive Officer / Clerk of Court

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

KARA TRIPOLI, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

KILLER SHRIMP, INC., a California
Corporation; KEVIN OLSON MICHAELS,
an individual; and DOES 1 through 50
inclusive,

Defendants.

Case No. 20STCV20881

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF
FOR:**

- 1. FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES [CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198];**
- 2. FAILURE TO PAY REPORTING TIME WAGES AND LIQUIDATED DAMAGES [CAL. LAB. CODE §§ 1197; 1197.1; and 1198 and Cal. Code Regs. § 11050(5)(A)];**
- 3. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050];**
- 4. FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050];**
- 5. FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198];**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES [Cal. Lab. Code § 2800, 2802];**
- 7. FAILURE TO PROVIDE**

1 ADEQUATE SEATING [CAL. LAB.
2 CODE § 1198; and CAL. CODE REGS. §
3 11050(14)];
4 8. FAILURE TO PAY WAGES UPON
5 TERMINATION OF EMPLOYMENT
6 [CAL. LAB. CODE § 203];
7 9. VIOLATION OF CALIFORNIA
8 LABOR CODE § 558;
9 10. UNFAIR COMPETITION [CAL. BUS.
10 & PROF. CODE §§ 17200 *et seq.*]; and,
11 11. PENALTIES PURSUANT TO THE
12 PRIVATE ATTORNEYS GENERAL
13 ACT [CAL. LAB. CODE §§ 2698, *et seq.*]

14 **DEMAND FOR A JURY TRIAL**

15 Complaint Filed: June 3, 2020
16 Trial Date: None Set

17 All allegations in this First Amended Complaint are based upon information and
18 belief except for those allegations which pertain to the Plaintiff named herein and her
19 counsel. Each allegation has evidentiary support, or is likely to have evidentiary support,
20 after a reasonable opportunity for further investigation and discovery.

21 **I.**

22 **JURISDICTION AND VENUE**

23 1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE
24 § 410.10. The Plaintiff brings this Complaint on her own behalf and on behalf of all
25 aggrieved employees.

26 2. Venue is proper in the Court pursuant to CAL. CIV. PROC. CODE §§ 395 and
27 395.5 because the claims made, and the CAL. LAB. CODE violations as against the persons
28 identified herein, occurred in the County of Los Angeles. Further, each of the Defendants
owned and operated their businesses in the County of Los Angeles.

II.

THE PARTIES

PLAINTIFF

3. KARA TRIPOLI (“TRIPOLI”) is, and at all material times mentioned was:

- 1 (a) An individual who resides in the County of Los Angeles, California;
- 2 (b) Formerly jointly employed as an hourly paid employee by KILLER
- 3 SHRIMP, INC., KEVIN OLSON MICHAELS, and / or DOES 1
- 4 through 50 (“DEFENDANTS”), from on or about January 2018 to
- 5 July 2019;
- 6 (c) Did not receive meal or rest periods;
- 7 (d) Was not properly paid for hours worked, for reporting time wages, did
- 8 not receive rest and meal period premiums, did not receive accurate
- 9 itemized wage statements, did not receive proper reimbursements for
- 10 business expenses, and was not provided with adequate seating; and,
- 11 (e) When terminated from her employment, was not paid for hours
- 12 worked and meal and rest period wages due within the time limits
- 13 prescribed by CAL. LABOR CODE § 201.

14 **DEFENDANTS**

15 4. TRIPOLI is informed and believes, and based upon that information and

16 belief alleges, that Defendant KILLER SHRIMP, INC. is, and at all times mentioned was:

- 17 (a) A California corporation authorized to conduct business, and actually
- 18 conducting business, in Los Angeles County, California;
- 19 (b) The owner and operator of a restaurant known as Killer Shrimp;
- 20 (c) Along with KEVIN OLSON MICHAELS, and DOES 1 through 50,
- 21 inclusive, was the former joint employer of TRIPOLI, and all
- 22 aggrieved employees, as KILLER SHRIMP, INC., KEVIN OLSON
- 23 MICHAELS, and DOES 1 through 50 controlled TRIPOLI’s, and all
- 24 aggrieved employees’, wages, hours, working conditions, and how
- 25 TRIPOLI, and all aggrieved employees, were paid;
- 26 (d) Paid TRIPOLI, and all aggrieved employees, an hourly rate; and,
- 27 (e) Failed to properly pay TRIPOLI, and all aggrieved employees, for all
- 28 hours worked, for reporting time wages, and for missed meal and rest

1 periods, failed to provide TRIPOLI, and all aggrieved employees,
2 with accurate itemized wage statements, failed to reimburse TRIPOLI,
3 and all aggrieved employees, for business expenses incurred in the
4 course of their employment, failed to provide TRIPOLI, and all
5 aggrieved employees, with adequate seating, and failed to pay
6 TRIPOLI, and all aggrieved employees, for wages due upon
7 termination. Each of these transgressions violated the CAL. LAB.
8 CODE.

9 5. TRIPOLI is informed and believes, and based upon that information and
10 belief alleges, that Defendant KEVIN OLSON MICHAELS, is, and at all times mentioned
11 was:

- 12 (a) An individual who resides in the County of Los Angeles, California;
- 13 (b) The owner and operator of a restaurant known as Killer Shrimp;
- 14 (c) Along with KILLER SHRIMP, INC., and DOES 1 through 50,
15 inclusive, was the former joint employer of TRIPOLI, and all
16 aggrieved employees, as KILLER SHRIMP, INC., KEVIN OLSON
17 MICHAELS, and DOES 1 through 50 controlled TRIPOLI's, and all
18 aggrieved employees' wages, hours, working conditions, and how
19 TRIPOLI, and all aggrieved employees, were paid;
- 20 (d) Paid TRIPOLI, and all aggrieved employees, an hourly rate; and,
- 21 (e) Failed to properly pay TRIPOLI, and all aggrieved employees, for all
22 time worked, for missed meal and rest periods, failed to provide
23 TRIPOLI, and all aggrieved employees, with accurate itemized wage
24 statements, failed to reimburse TRIPOLI, and all aggrieved
25 employees, for business expenses incurred in the course of their
26 employment, failed to provide TRIPOLI, and all aggrieved
27 employees, with adequate seating, and failed to pay TRIPOLI, and all
28

1 aggrieved employees, for wages due upon termination. Each of these
2 transgressions violated the CAL. LAB. CODE.

3 6. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
5 unknown to the Plaintiff, who therefore sues these Defendants by such fictitious names
6 pursuant to CAL. CIV. PROC. § 474. Plaintiff will seek leave to amend her Complaint to
7 allege the true names and capacities of DOES 1 through 50, inclusive, when they are
8 ascertained.

9 7. Plaintiff is informed and believes, and based upon that information and belief
10 alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
11 which reside in, or are otherwise doing business in the State of California. Each of the
12 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
13 successor, joint-venturers, co-conspirator, alter ego and/or representative of one or more of
14 the other Defendants named herein, and acted with permission, authorization and/or
15 ratification and consent of other Defendants.

16 8. Plaintiff is informed and believes, and based upon that information and belief
17 alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
18 inclusive, are responsible in some manner for one or more of the events and happenings
19 that proximately caused the injuries and damages hereinafter alleged.

20 9. Plaintiff is informed and believes, and based upon that information and belief
21 alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
22 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
23 employees of each of the other Defendants, and that each Defendant was acting within the
24 course of scope of his, hers or its authority as the agent, servant and/or employee of each of
25 the other Defendants. Consequently, all the Defendants are jointly and severally liable to
26 the Plaintiff for the damages sustained as a proximate result of their conduct.

27 10. Plaintiff is informed and believes, and based upon that information and belief
28 alleges, that the Defendants named in this Complaint, including DOES 1 through 50,

1 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
2 themselves and entered into a combination and systemized campaign of activity to *inter*
3 *alia* damage Plaintiff and to otherwise consciously and/or recklessly act in derogation of
4 Plaintiff's rights, and the trust reposed by Plaintiff, in each of the Defendants, the acts
5 being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
6 concerted actions, were such that, to Plaintiff's information and belief, and to all
7 appearances, Defendants represented a unified body so that the actions of one Defendant
8 were accomplished in concert with, and with the knowledge, ratification, authorization and
9 approval of each of the other Defendants.

10 **ALTER EGO ALLEGATIONS**

11 11. Plaintiff is informed and believes, and based upon that information and belief
12 alleges, that:

13 (a) KILLER SHRIMP, INC., and DOES 1 through 50, are, and at all relevant
14 times were, mere shells without capital, assets, stock or stockholders;

15 (b) Defendants KILLER SHRIMP, INC, and DOES 1 through 50 are, and at all
16 relevant times were, the alter ego of Defendants KEVIN OLSON MICHAELS, and DOES
17 1 through 50, inclusive, and each of them, who were the controlling shareholders, officers,
18 and directors of KILLER SHRIMP, INC.; and DOES 1 through 50;

19 (c) There is, and at all relevant times was, a unity of interest and/or ownership
20 between all of these Defendants so that any individuality or separateness between them has
21 ceased to exist in that KILLER SHRIMP, INC., and DOES 1 through 50, inclusive were
22 and are under their control and domination; and,

23 (d) KILLER SHRIMP, INC., and DOES 1 through 50, inclusive are, and at all
24 relevant times were, completely controlled, dominated, managed and operated by KEVIN
25 OLSON MICHAELS, and Defendants DOES 1 through 50, inclusive, and each of them, so
26 that KILLER SHRIMP, INC., and DOES 1 through 50 were mere shells, instrumentality
27 and/or conduit through which each of these Defendants conducted some or all of their/its
28 business. Adherence to the fiction of the separate existence of KILLER SHRIMP, INC.,

1 and DOES 1 through 50, inclusive as entities distinct from KEVIN OLSON MICHAELS,
2 Defendants DOES 1 through 50, inclusive, or any of them, would permit an abuse of the
3 corporate privilege and sanction fraud or promote injustice in that, among other things, it
4 would enable each of these Defendants to avoid liability and to defraud his, her or its
5 creditors, the effect of which would be to render each Defendant financially unable to
6 respond to a monetary judgment awarded against each or any of them in the action.

7 12. KILLER SHRIMP, INC.; KEVIN OLSON MICHAELS; and, DOES 1
8 through 50 are collectively referred to as “DEFENDANTS” throughout this Complaint.

9 13. TRIPOLI and all persons employed by DEFENDANTS as hourly paid
10 employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they
11 are all current or former employees of DEFENDANTS, and one or more of the alleged
12 violations was committed against them.

13 III.

14 THE CONDUCT

15 14. DEFENDANTS operate a bar and restaurant named Killer Shrimp, which
16 serves food in Los Angeles County, California. Defendants employed TRIPOLI as a server
17 from on or about January 2018 to on or about July 2019.

18 15. DEFENDANTS’ business requires the use of “non-exempt” employees as
19 defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended)
20 including cooks, prep cooks, dishwashers, janitors, and a wait staff / cashiers.

21 16. During TRIPOLI’s employment, DEFENDANTS failed to properly pay
22 TRIPOLI, and all aggrieved employees, for all hours worked. Specifically, DEFENDANTS
23 frequently required TRIPOLI, and all aggrieved employees, to begin working their shifts
24 before they were clocked in.

25 17. CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
26 employers to pay employees the minimum wage fixed by the California Industrial Welfare
27 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

28 18. During TRIPOLI’s employment, DEFENDANTS frequently caused

1 TRIPOLI, and all aggrieved employees, to report to work for a scheduled shift but then
2 failed to put TRIPOLI, and all aggrieved employees, to work for at least half of their usual
3 day's work shift or their scheduled day's work shift.

4 19. CAL. LAB. CODE. § 1198 dictates that no employer may employ an employee
5 under conditions of labor that are prohibited by the applicable IWC wage order. 8 CAL.
6 CODE REGS. § 11050(5)(A) provides that "[e]ach workday an employee is required to report
7 for work and does report, but is not put to work or is furnished less than half said
8 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
9 scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
10 hours, at the employee's regular rate of pay, which shall not be less than the minimum
11 wage."

12 20. DEFENDANTS refused to allow TRIPOLI, and all aggrieved employees, to
13 take code compliant meal periods.

14 21. DEFENDANTS typically completely failed to provide TRIPOLI, and all
15 aggrieved employees, with compliant thirty (30) minute meal periods during shifts in
16 excess of five (5) hours. Where meal periods were provided, they were shorter in duration
17 than 30 minutes or were interrupted. Additionally, TRIPOLI, and all aggrieved employees,
18 were not allowed to leave DEFENDANTS' premises during these times. As such,
19 DEFENDANTS effectively maintained control over TRIPOLI, and all aggrieved
20 employees, during the meal periods that were provided. On each day where a compliant
21 thirty (30) minute meal period was not provided to TRIPOLI, and all aggrieved employees,
22 DEFENDANTS failed to pay TRIPOLI, and all aggrieved employees, one additional hour
23 of pay at their regular rate of pay.

24 22. DEFENDANTS refused to allow TRIPOLI, and all aggrieved employees, to
25 take code compliant rest periods.

26 23. DEFENDANTS did not provide TRIPOLI, and all aggrieved employees, a
27 10-minute net rest period for every four (4) hours or major fraction thereof worked. Where
28 rest periods were provided, they were shorter in duration than 10 minutes, were interrupted,

1 or were not provided every four (4) hours or major fraction thereof worked. Additionally,
2 employees were not allowed to leave DEFENDANTS' premises during their rest periods.
3 As such, DEFENDANTS effectively maintained control over TRIPOLI, and all aggrieved
4 employees, during rest periods that were provided. On each day where compliant ten (10)
5 minute rest periods were not provided to TRIPOLI, and all aggrieved employees,
6 DEFENDANTS failed to pay TRIPOLI, and all aggrieved employees, one additional hour
7 of pay at their regular rate of pay.

8 24. Under California law, an employee who works more than 4 hours or major
9 fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who
10 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
11 second meal period of at least 30 minutes if he or she works more than 10 hours in a work
12 day. (*See*, CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
13 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
14 amended) must pay a premium to the employee of one additional hour of pay at the
15 employee's regular rate for each day that a meal or rest period was not provided. (*See*,
16 CAL. LAB. CODE § 226.7(b).)

17 25. TRIPOLI, and all aggrieved employees, were not properly paid for hours
18 worked, were not provided with proper reporting time pay, and was not provided with
19 premium payments for missed rest and meal periods. Thus, DEFENDANTS' wage
20 statements were not in conformity with CAL. LAB. CODE § 226. The wage statements failed
21 to accurately indicate TRIPOLI's, and all aggrieved employees', hours worked. The wage
22 statements also failed to accurately indicate the waiting time wages owed to TRIPOLI, and
23 all aggrieved employees. The wage statements also failed to include the meal and rest break
24 premium payments that should have been paid to TRIPOLI, and all aggrieved employees.
25 Additionally, DEFENDANTS' wage statements failed to list the name of the legal entity of
26 the employer of TRIPOLI, and all aggrieved employees.

27 26. TRIPOLI, and all aggrieved employees, were not properly reimbursed by
28 DEFENDANTS for all necessary expenditures incurred in her course and scope of their

1 employment, as required by CAL. LAB. CODE §§ 2800 and 2802. Necessary business-related
2 expenses and costs that were incurred by TRIPOLI, and all aggrieved employees, but not
3 fully reimbursed by DEFENDANTS, include, but were not limited to the purchase of a
4 uniform required by DEFENDANTS.

5 27. DEFENDANTS did not provide TRIPOLI, and all aggrieved employees, with
6 an adequate number of suitable seats in reasonable proximity to the work area that could be
7 used when the seats would not interfere with the performance of TRIPOLI's, and all
8 aggrieved employees', duties. As a result, TRIPOLI, and all aggrieved employees, are
9 entitled to recover all remedies available for violations of CALIFORNIA LABOR CODE § 1198
10 and California Code of Regulations, Title 8, section 11050(14).

11 28. CALIFORNIA LABOR CODE § 1198 makes it illegal to employ an employee
12 under conditions of labor that are prohibited by the applicable wage order. California Code
13 of Regulations, Title 8, section 11050(14)(A) provides that all working employees shall be
14 provided with suitable seats when the nature of the work reasonably permits the use of
15 seats. California Code of Regulations, Title 8, section 11050(14)(B) provides that [w]hen
16 employees are not engaged in the active duties of their employment and the nature of the
17 work requires standing, an adequate number of suitable seats shall be placed in reasonable
18 proximity to the work area and employees shall be permitted to use such seats when it does
19 not interfere with the performance of their duties.

20 29. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid
21 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an
22 employee not having a written contract for a definite period is terminated, his or her wages
23 become immediately due and payable. CAL. LAB. CODE § 203 (a) provides that "If an
24 employer willfully fails to pay, without abatement or reduction, in accordance with
25 Sections [201 and 202], any wages of an employee who is discharged or who quits, the
26 wages of the employee shall continue as a penalty from the due date thereof at the same
27 rate until paid or until an action therefore is commenced; but the wages shall not continue
28 for more than 30 days."

30. As a result, under CAL. LAB. CODE § 203, TRIPOLI, and all aggrieved employees, are entitled to one day's wages for each day they were not timely paid all wages due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay minimum wages, waiting time wages, and meal and rest period wages to TRIPOLI, and all aggrieved employees, TRIPOLI, and all aggrieved employees, are entitled to 30 days' wages.

31. Additionally, DEFENDANTS willfully failed to any wages due to TRIPOLI for over two weeks after her employment with DEFENDANTS was terminated.

FIRST CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES

[CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; 1198]

**(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)**

32. TRIPOLI, repeats and re-alleges paragraphs 1 through 31, inclusive, of this Complaint and they are incorporated herein by this reference.

33. Pursuant to the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

34. CAL. LAB. CODE §§ 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

35. Compensable work time is defined in Industrial Wage Order No. 5 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” 8 CAL. CODE REGS. § 11050(2)(K) (defining “Hours Worked”).

36. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorney's fees.

37. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon

1 in an action for payment of a wage less than the minimum wage fixed by the Industrial
2 Welfare Commission or by statute.

3 38. At all times relevant hereto, TRIPOLI, and all aggrieved employees, were
4 paid by DEFENDANTS on an hourly basis.

5 39. During TRIPOLI's, and all aggrieved employees', employment,
6 DEFENDANTS failed to properly pay TRIPOLI, and all aggrieved employees, for hours
7 worked. Specifically, DEFENDANTS frequently required TRIPOLI, and all aggrieved
8 employees, to begin working their shifts before they were clocked in.

9 40. DEFENDANTS acted intentionally, oppressively, and maliciously toward
10 TRIPOLI, and all aggrieved employees, with a conscious disregard of them, or the
11 consequences to them, with the intent of depriving them of property and legal rights and
12 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
13 wages, TRIPOLI, and all aggrieved employees, have suffered, and will continue to suffer
14 damages in an amount which is presently unknown to them but which exceeds the
15 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

16 41. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
17 request recovery of minimum wages, interest, as well as the assessment of any statutory
18 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
19 statutes. TRIPOLI, on her own behalf and on behalf of all aggrieved employees, also
20 requests recovery of liquidated damages as provided by CAL. LAB. CODE § 1194.2.
21 TRIPOLI, on her own behalf and on behalf of all aggrieved employees, additionally request
22 reasonable attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY REPORTING TIME WAGES AND LIQUIDATED
DAMAGES

[CAL. LABOR CODE §§ 1197; 1197.1; 1198 and Cal. Code Regs. § 11050(5)(A)]
(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)

42. TRIPOLI, repeats and re-alleges paragraphs 1 through 41, inclusive, of this Complaint and they are incorporated herein by this reference.

43. Pursuant to the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

44. CAL. LAB. CODE § 1198 states that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. 8 CAL. CODE REGS. § 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

45. During TRIPOLI’s, and all aggrieved employees’ employment, DEFENDANTS frequently caused TRIPOLI, and all aggrieved employees, to report to work for a scheduled shift but then failed to put TRIPOLI, and all aggrieved employees, to work for at least half of their usual day’s work shift or their scheduled day’s work shift.

46. DEFENDANTS acted intentionally, oppressively, and maliciously toward TRIPOLI, and all aggrieved employees, with a conscious disregard of them, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury. By virtue of DEFENDANTS’ unlawful failure to pay wages, TRIPOLI, and all aggrieved employees, have suffered, and will continue to suffer,

1 damages in an amount which is presently unknown to them but which exceeds the
2 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

3 47. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
4 request recovery of reporting time wages, interest, as well as the assessment of any
5 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
6 and/or other statutes. TRIPOLI, on her own behalf and on behalf of all aggrieved
7 employees, also request recovery of liquidated damages as provided by CAL. LAB. CODE §
8 1194.2. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
9 additionally request reasonable attorneys' fees and costs.

10 **THIRD CAUSE OF ACTION**
11 **FOR FAILURE TO PROVIDE MEAL PERIODS**

12 **[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050]**

13 **(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and**
14 **Against All DEFENDANTS)**

15 48. TRIPOLI, repeats and re-alleges paragraphs 1 through 47, inclusive, of this
16 Complaint and they are incorporated herein by this reference.

17 49. Pursuant to the applicable IWC Wage Order 5-2001 (as amended),
18 DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

19 50. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11050(11)(A),
20 provide that no employer shall employ any person for a work period of more than five (5)
21 hours without a meal period of not less than 30 minutes.

22 51. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11050(11)(D), provide
23 that if an employer fails to provide an employee a meal period in accordance with the
24 section, the employer shall pay the employee one (1) hour of pay at the employee's regular
25 rate of compensation for each workday that the meal period is not provided.

26 52. DEFENDANTS typically completely failed to provide TRIPOLI, and all
27 aggrieved employees, with compliant thirty (30) minute meal periods during shifts in
28 excess of five (5) hours. Where meal periods were provided, they were shorter in duration

1 than 30 minutes or were interrupted. Additionally, TRIPOLI, and all aggrieved employees,
2 were not allowed to leave DEFENDANTS' premises during these times. As such,
3 DEFENDANTS effectively maintained control over TRIPOLI, and all aggrieved
4 employees, during the meal periods that were provided. On each day where a compliant
5 thirty (30) minute meal period was not provided to TRIPOLI, and all aggrieved employees,
6 DEFENDANTS failed to pay TRIPOLI, and all aggrieved employees, one additional hour
7 of pay at TRIPOLI's, and all aggrieved employees', regular rate of pay.

8 53. DEFENDANTS have intentionally and improperly denied meal periods to
9 TRIPOLI, and all aggrieved employees, in violation of CAL. LAB. CODE §§ 226.7 and 512
10 and 8 CAL. CODE REGS. § 11050(11)(A) and other regulations and statutes.

11 54. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
12 the TRIPOLI, and all aggrieved employees, TRIPOLI, and all aggrieved employees, have
13 suffered, and will continue to suffer, damages in amounts which are presently unknown to
14 TRIPOLI, and all aggrieved employees, but which damages exceed the jurisdictional limits
15 of the Court and which will be ascertained according to proof at trial.

16 55. TRIPOLI is informed and believes, and based upon that information and
17 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to its
18 hourly paid employees. DEFENDANTS acted intentionally, oppressively and maliciously
19 toward TRIPOLI, and all aggrieved employees, with a conscious disregard of their rights,
20 or the consequences to TRIPOLI, and all aggrieved employees, with the intent of depriving
21 TRIPOLI, and all aggrieved employees, of property and legal rights and otherwise causing
22 TRIPOLI, and all aggrieved employees, injury.

23 56. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
24 requests recovery of meal period compensation pursuant to CAL. LAB. CODE §§ 226.7 and 8
25 CAL. CODE REGS. § 11050(11)(D), from DEFENDANTS, in a sum as provided by the CAL.
26 LAB. CODE and/or other statutes. TRIPOLI, on her own behalf, and on behalf of and all
27 aggrieved employees, additionally request reasonable attorneys' fees and costs.
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**(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)**

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1 Additionally, employees were not allowed to leave DEFENDANTS' premises during their
2 rest periods. As such, DEFENDANTS effectively maintained control over TRIPOLI, and
3 all aggrieved employees, during rest periods that were provided. On each day where
4 compliant ten (10) minute rest periods were not provided to TRIPOLI, and all aggrieved
5 employees, DEFENDANTS failed to pay TRIPOLI, and all aggrieved employees, one
6 additional hour of pay at each employee's regular rate of pay.

7 65. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
8 the TRIPOLI, and all aggrieved employees, TRIPOLI, and all aggrieved employees, have
9 suffered, and will continue to suffer, damages in amounts which are presently unknown to
10 TRIPOLI, and all aggrieved employees, but which exceed the jurisdictional limits of the
11 Court and which will be ascertained according to proof at trial.

12 66. TRIPOLI is informed and believes, and based upon that information and
13 belief alleges, that DEFENDANTS knew or should have known that TRIPOLI, and all
14 aggrieved employees, were entitled to rest periods and purposely elected not to provide rest
15 periods. DEFENDANTS acted intentionally, oppressively and maliciously toward
16 TRIPOLI, and all aggrieved employees, with a conscious disregard of their rights, or the
17 consequences to TRIPOLI, and all aggrieved employees, with the intent of depriving
18 TRIPOLI, and all aggrieved employees, of property and legal rights and otherwise causing
19 TRIPOLI, and all aggrieved employees, injury.

20 67. TRIPOLI, on her own behalf, and all aggrieved employees, requests recovery
21 of rest period compensation pursuant to CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS.
22 § 11050(12)(B), as well as the assessment of any statutory penalties against
23 DEFENDANTS in a sum as provided by the CAL. LAB. CODE and/or other statutes.
24 TRIPOLI, on her own behalf, and all aggrieved employees, additionally requests reasonable
25 attorneys' fees and costs pursuant to CAL. LAB. CODE §§ 218.5 and 1194.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN
ACCURATE PAYROLL RECORDS

[CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]

(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)

68. TRIPOLI, repeats and re-alleges paragraphs 1 through 67, inclusive, of this Complaint and they are incorporated herein by this reference.

69. Pursuant to the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

70. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt employees with detailed and accurate wage statements (*i.e.* “pay stubs”). Specifically, the statute provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when 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 for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 total hours worked for each temporary services assignment.

1 71. Furthermore, CAL. LAB. CODE § 226(e)(2)(B) provides that a wage statement
2 is incomplete if it does not list the additional meal and rest break premium hours owed. If a
3 violation occurs, CALIFORNIA LABOR CODE § 226(e) provides that an employee: (a) is
4 entitled to recover the greater of all actual damages or minimum statutory damages of \$50
5 for the initial pay period in which a violation occurs and \$100 for each subsequent
6 violation, up to a maximum of \$4,000.

7 72. Additionally, CAL. LAB. CODE § 1174(d) provides that “[e]very person
8 employing labor in this state shall ... [k]eep a record showing the names and addresses of
9 all employees employed and the ages of all minors” and “[k]eep, at a central location in the
10 state or at the plants or establishments at which employees are employed, payroll records
11 showing the hours worked daily by and the wages paid to, and the number of piece-rate
12 units earned by and any applicable piece rate paid to, employees employed at the respective
13 plants or establishments...”

14 73. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
15 penalty if they fail to maintain accurate and complete records as required by section
16 1174(d).

17 74. DEFENDANTS intentionally failed to furnish to TRIPOLI, and all aggrieved
18 employees, upon the payment of wages, itemized statements accurately showing the total
19 number of hours worked, the applicable hourly rates in effect during each pay period, the
20 corresponding hours worked at each hourly rate, the resulting gross and net wages earned,
21 and the resulting deductions made, and the name of the legal entity of TRIPOLI’s, and all
22 aggrieved employees’ employer.

23 75. TRIPOLI, and all aggrieved employees, were damaged by these failures
24 because, among other things, the failures led TRIPOLI and all aggrieved employees to
25 believe that they were not entitled to be paid for all hours worked even though they were so
26 entitled, and because these failures hindered them from determining the amounts of wages
27 owed to them.
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1 76. Additionally, TRIPOLI is informed and believes, and based upon that
2 information and belief alleges, that DEFENDANTS willfully failed to maintain accurate
3 payroll records showing the daily hours TRIPOLI, and all aggrieved employees, worked
4 and the wages paid thereto as a result of failing to record hours that TRIPOLI, and all
5 aggrieved employees, worked, as well as TRIPOLI's, and all aggrieved employees', missed
6 meal periods and rest periods.

7 77. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
8 requests recovery of penalties pursuant to CAL. LAB. CODE §§ 226, 1174, and 1198.
9 TRIPOLI, on her own behalf and on behalf of all aggrieved employees, additionally
10 requests the recovery of reasonable attorneys' fees and costs.

11 **SIXTH CAUSE OF ACTION**

12 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 **[CAL. LAB. CODE §§ 2800 and 2802]**

14 **(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and**
15 **Against All DEFENDANTS)**

16 78. TRIPOLI, repeats and re-alleges paragraphs 1 through 77, inclusive, of this
17 Complaint and they are incorporated herein by this reference.

18 79. Pursuant to the applicable IWC Wage Order 5-2001 (as amended),
19 DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

20 80. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse
21 employees for all necessary expenditures incurred in an employee's course and scope of
22 employment.

23 81. TRIPOLI, and all aggrieved employees, incurred necessary business-related
24 expenses and costs that were not fully reimbursed by DEFENDANTS, including, but not
25 limited to uniforms. DEFENDANTS have a policy of requiring their employees to wear a
26 specific uniform. DEFENDANTS, however, did not reimburse TRIPOLI, and all aggrieved
27 employees, for the cost of these necessary items.
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1 82. DEFENDANTS have intentionally and willfully failed to fully reimburse
2 TRIPOLI, and all aggrieved employees, for necessary business-related expenses and costs
3 in violation of CAL. LAB. CODE §§ 2800 and 2802.

4 83. Pursuant to CAL. LAB. CODE §§ 2800 and 2802, TRIPOLI, on her own behalf
5 and on behalf of all aggrieved employees, requests recovery from DEFENDANTS of her,
6 and all aggrieved employees', business-related expenses incurred during the course and
7 scope of her, and all aggrieved employees', employment with DEFENDANTS, plus
8 interest. TRIPOLI, on her own behalf and on behalf of all aggrieved employees,
9 additionally requests the recovery of reasonable attorneys' fees and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **FOR FAILURE TO PROVIDE ADEQUATE SEATING**

12 **[CAL. LAB. CODE § 1198; Cal. Code of Regs. § 11050(14)]**

13 **(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and**
14 **Against All DEFENDANTS)**

15 84. TRIPOLI, repeats and re-alleges paragraphs 1 through 83, inclusive, of this
16 Complaint and they are incorporated herein by this reference.

17 85. Pursuant to the applicable IWC Wage Order 5-2001 (as amended),
18 DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

19 86. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under
20 conditions of labor that are prohibited by the applicable wage order.

21 87. CAL. LAB. CODE § 1198 requires that “. . . the standard conditions of labor
22 fixed by the commission shall be the . . . standard conditions of labor for employees. The
23 employment of any employee . . . under conditions of labor prohibited by the order is
24 unlawful.”

25 88. CAL. CODE REGS., Title 8, section 11050(14)(A) provides that “[a]ll working
26 employees shall be provided with suitable seats when the nature of the work reasonably
27 permits the use of seats.”
28

89. CAL. CODE REGS. Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

90. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title 8, section 11050(14) because DEFENDANTS failed to provide adequate seating to TRIPOLI, and all aggrieved employees, while they were on and off duty. TRIPOLI, and all aggrieved employees, who were otherwise required to work standing at all times, were forced to continue to stand during any time that they were not engaged in the active duties of their employment.

91. Therefore, TRIPOLI, on her own behalf, and on behalf of all aggrieved employees, requests recovery of all remedies available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS, Title 8, section 11050(14). TRIPOLI, on her own behalf, and on behalf of all aggrieved employees, additionally requests the recovery of reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION

[CAL. LAB. CODE § 203]

**(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)**

92. TRIPOLI, repeats and re-alleges paragraphs 1 through 91, inclusive, of this Complaint and they are incorporated herein by this reference.

93. Pursuant to the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

94. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an

1 employee not having a written contract for a definite period is terminated, his or her wages
2 become immediately due and payable.

3 95. CAL. LAB. CODE § 203 (a) provides that "If an employer willfully fails to
4 pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages
5 of an employee who is discharged or who quits, the wages of the employee shall continue
6 as a penalty from the due date thereof at the same rate until paid or until an action therefore
7 is commenced; but the wages shall not continue for more than 30 days."

8 96. TRIPOLI, and all aggrieved employees, did not have a written contract for
9 definite terms of employment. TRIPOLI, was discharged from her employment with
10 DEFENDANTS within the applicable statute of limitations. Other aggrieved employees
11 were discharged from their employment with DEFENDANTS within the applicable statute
12 of limitations. DEFENDANTS willfully failed to pay TRIPOLI, and those aggrieved
13 employees who were discharged from their employment within the applicable statute of
14 limitations, the wages due to them—without abatement or reduction.

15 97. Because DEFENDANTS failed to pay minimum wages and meal and rest
16 period wages to TRIPOLI, and other aggrieved employees, TRIPOLI, and other aggrieved
17 employees, are entitled to 30 days' wages.

18 98. Additionally, DEFENDANTS willfully failed to any wages due to TRIPOLI
19 for over two weeks after her employment with DEFENDANTS was terminated.

20 99. Under CAL. LAB. CODE § 203, TRIPOLI, and other aggrieved employees who
21 were discharged from DEFENDANTS' employment during the applicable statute of
22 limitations, are entitled to one day's wages for each day they were not timely paid all wages
23 due, up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay minimum
24 wages owed, and never paid or meal and rest period wages owed, TRIPOLI, and other
25 aggrieved employees who were discharged from DEFENDANTS' employment during the
26 applicable statute of limitations, are entitled to 30 days' wages.

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NINTH CAUSE OF ACTION
FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558

[CAL. LAB. CODE § 558]

**(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)**

100. TRIPOLI, repeats and re-alleges paragraphs 1 through 99, inclusive, of this Complaint and they are incorporated herein by this reference.

101. Pursuant to the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.

102. CAL. LAB. CODE § 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” CAL. LAB. CODE § 558(a) also provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

103. At all relevant times, DEFENDANTS violated the rights of TRIPOLI, and all aggrieved employees, by violating various sections of the CAL. LAB. CODE. As such, TRIPOLI, on her own behalf and on behalf of all aggrieved employees, seeks the remedies set forth in CAL. LAB. CODE § 558.

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1 **TENTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **[CAL. BUS. & PROF. CODE § 17200 *et seq.*]**

4 **(By TRIPOLI, On Her Own Behalf and On Behalf of All Aggrieved Employees, and**
5 **Against All DEFENDANTS)**

6 104. TRIPOLI, repeats and re-alleges paragraphs 1 through 103, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 105. Pursuant to the applicable IWC Wage Order 5-2001 (as amended),
9 DEFENDANTS were the joint employers of TRIPOLI, and all aggrieved employees.
10 DEFENDANTS are also a “person” as that term is defined under CAL. BUS. & PROF. CODE
11 § 17021.

12 106. CAL. BUS. & PROF. CODE section defines unfair competition as any unlawful,
13 unfair, or fraudulent business act or practice. At all times relevant hereto, by and through
14 the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
15 practices by, among other violations, failing to pay minimum wages to TRIPOLI, and all
16 aggrieved employees, waiting time wages to TRIPOLI, and all aggrieved employees,
17 failing to provide meal and rest breaks, failing to provide adequate seating, failing to
18 provide accurate wage statements, and failing to provide wages due upon termination of
19 employment, to TRIPOLI, and all aggrieved employees, pursuant to the applicable CAL.
20 LAB. CODE, and Industrial Welfare Commission requirements in violation of CAL. BUS. &
21 PROF. CODE § 17200 *et seq.*, and have thereby deprived TRIPOLI, and all aggrieved
22 employees, of fundamental rights and privileges.

23 107. By and through the unfair and unlawful business practices described herein,
24 DEFENDANTS have obtained valuable property, money, and services from TRIPOLI, and
25 all aggrieved employees, and have deprived them of valuable rights and benefits guaranteed
26 by law, all to the detriment of TRIPOLI, and all aggrieved employees.

27 108. All the acts described herein are violations of, among other things, the CAL.
28 LAB. CODE and Industrial Welfare Commission Wage Order, are unlawful and in violation

1 of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
2 thereby constitute unfair and unlawful business practices in violation of CAL. BUS. & PROF.
3 CODE § 17200 *et seq.*

4 109. TRIPOLI, and all aggrieved employees, are entitled to, and do, seek such
5 relief as may be necessary to restore to them the money and property which
6 DEFENDANTS have acquired, or of which TRIPOLI, and all aggrieved employees, have
7 been deprived, by means of the above described unfair and unlawful business practices.

8 110. TRIPOLI, and all aggrieved employees, are further entitled to, and do, seek a
9 declaration that the above described business practices are unfair and unlawful and that an
10 injunctive relief should be issued restraining DEFENDANTS from engaging in any of the
11 above described unfair and unlawful business practices in the future.

12 111. TRIPOLI, and all aggrieved employees, have no plain, speedy, and/or
13 adequate remedy at law to redress the injuries which they have suffered as a consequence
14 of the unfair and unlawful business practices of DEFENDANTS. As a result of the unfair
15 and unlawful business practices described above, TRIPOLI, and all aggrieved employees,
16 have suffered and will continue to suffer irreparable harm unless DEFENDANTS are
17 restrained from continuing to engage in these unfair and unlawful business practices. In
18 addition, DEFENDANTS should be required to disgorge the unpaid moneys to TRIPOLI,
19 and all aggrieved employees.

20 **ELEVENTH CAUSE OF ACTION**

21 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

22 **[California Labor Code § 2698, *et seq.*]**

23 **(By PLAINTIFF, On Her Own Behalf, and As a Private Attorney General for All**
24 **Aggrieved Employees, and Against All Defendants)**

25 112. TRIPOLI repeats and re-alleges paragraphs 1 through 111, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 113. CAL. LAB. CODE §§ 2698-2699, The Private Attorneys General Act of 2004
28 expressly establishes that any provision of the CAL. LAB. CODE which provides for a civil

1 penalty to be assessed and collected by the Labor and Workforce Development Agency
2 (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or
3 employees for a violation of the CAL. LAB. CODE, may be recovered through a civil action
4 brought by an aggrieved employee on behalf of himself or herself, and other current or
5 former employees.

6 114. Whenever the LWDA, or any of its departments, divisions, commissions,
7 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
8 action is authorized to exercise the same discretion, subject to the same limitations and
9 conditions, to assess a civil penalty.

10 115. TRIPOLI and all persons employed by DEFENDANTS as hourly paid
11 employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they
12 are all current or former employees of DEFENDANTS, and one or more of the alleged
13 violations was committed against them.

14 116. TRIPOLI asserts all of her claims in this Complaint on behalf of herself and
15 all aggrieved employees in their capacity as Private Attorney Generals, and seeks all
16 statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

17 117. On April 27, 2020, TRIPOLI gave written notice by certified mail to and
18 Defendants KILLER SHRIMP, INC. and KEVIN OLSON MICHAELS of the specific code
19 provisions alleged to have been violated, as required by CAL. LAB. CODE § 2699.3. On the
20 same date, TRIPOLI submitted a “PAGA Claim Notice” to the Labor and Workforce
21 Development Agency (“LWDA”) through its online portal. TRIPOLI’s PAGA Notice
22 Letter and LWDA Claim Submissions indicated that she, “as an aggrieved employee, on
23 her own behalf and on behalf of other employees of Killer Shrimp, Inc, Kevin Olson
24 Michaels, and any other affiliated entity (“**Killer Shrimp**”), intends to seek civil penalties,
25 attorney’s fees, costs, and other available relief for violations of the California Labor Code,
26 which are recoverable under the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL
27 ACT OF 2004 (“the Act”) (CAL. LABOR CODE §2698 *et. seq.*.” The statutory waiting period
28 for TRIPOLI to add these allegations to the Complaint has expired. As a result, pursuant to

CAL. LAB. CODE § 2699.3, TRIPOLI, on behalf of herself and all aggrieved employees, may now commence a representative civil action pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of California.

118. The policies, acts and practices heretofore described were and are unlawful business acts or practices because DEFENDANTS (a) failed to properly record and compensate TRIPOLI, and other aggrieved employees for all hours worked; (b) failed to pay reporting time pay to TRIPOLI and other aggrieved employees; (c) failed to provide meal periods to TRIPOLI, and other aggrieved employees; (d) failed to provide rest periods to TRIPOLI, and other aggrieved employees; (e) failed to provide accurate itemized wage to TRIPOLI, and other aggrieved employees; (f) failed to reimburse business expenses to TRIPOLI, and other aggrieved employees; (g) failed to provide adequate seating to TRIPOLI, and other aggrieved employees; and (h) failed to timely pay wages to TRIPOLI, and other aggrieved employees, all in violation of the applicable CAL. LAB. CODE sections listed in CAL. LAB. CODE § 2699.5, including but not limited to CAL. LAB. CODE §§ 201, 202, 203, 221, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, which include penalties under CAL. LAB. CODE sections, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 2699 and the applicable Wage Order(s), and thereby giving rise to statutory penalties as a result of such conduct.

119. TRIPOLI, on behalf of herself and all aggrieved employees, hereby seeks recovery of civil penalties as prescribed by the CAL. LAB. CODE Private Attorney General Act of 2004 as the representatives of the State of California for the illegal conduct perpetrated on TRIPOLI, and all aggrieved employees by DEFENDANTS.

PRAYER

WHEREFORE, TRIPOLI, on her own behalf and on behalf of all aggrieved employees, prays for judgment against each Defendant, jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

(a) For minimum wage compensation and liquidated damages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit and attorneys' fees.

2. ON THE SECOND CAUSE OF ACTION:

(a) For reporting time wage compensation and liquidated damages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit and attorneys' fees.

3. ON THE THIRD, FOURTH, AND EIGHTH CAUSES OF ACTION:

(a) For compensatory damages, including lost wages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit and attorneys' fees.

4. ON THE SIXTH CAUSE OF ACTION:

(a) For all unreimbursed business expenses and such general and special damages as may be appropriate;

(b) For all actual, consequential and incidental losses and damages, according to proof;

(c) For statutory penalties, interest, costs of suit and attorneys' fees; and,

(d) For such other and further relief the court may deem just and proper.

5. ON THE FIFTH, SEVENTH, AND NINTH CAUSES OF ACTION:

(a) For compensatory damages;

(b) For an award of interest, including prejudgment interest at the legal rate; and,

(c) For statutory penalties, interest, costs of suit and attorneys' fees.

6. ON THE TENTH CAUSE OF ACTION:

(a) For restitution and disgorgement;

(b) For injunctive relief ordering the continuing unfair business acts and

practices to cease, or as the Court otherwise deems just and proper;
and,

- (c) For other injunctive relief ordering DEFENDANTS to notify the Plaintiff and the Class that they have not been paid the proper amounts required in accordance with California law.

7. ON THE ELEVENTH CAUSE OF ACTION:

- (a) For statutory penalties, interest, costs of suit, and attorneys' fees.

8. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
(b) For costs of suit;
(c) For prejudgment interest; and
(d) For other and further relief their court deems just and proper.

Dated: July 7, 2020

KOZBERG & BODELL, LLP

By: /s/ Greg Bodell
GREGORY BODELL
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on issues triable to a jury.

Dated: July 7, 2020

KOZBERG & BODELL, LLP

By: /s/ Greg Bodell
GREGORY BODELL
Attorneys for Plaintiff