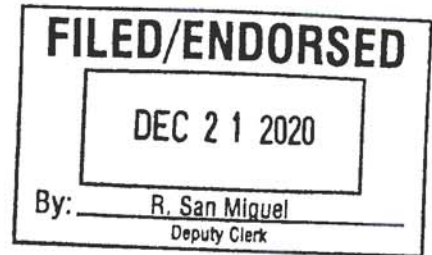


FILED BY FAX

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda Law Corp.
3 9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff ANALISA LEONG-CALL on behalf
6 of herself and similarly situated employees



8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

11 ANALISA LEONG-CALL, individually)
and on behalf of all others similarly)
12 situated,)

13 Plaintiff,

14 vs.

15 MRB FOODS INC., a California)
16 Corporation;)
17 SANJAY LILLANEY, an individual;)
18 CONNIE GAMMON, an individual;)
and DOES 1 to 100, inclusive,)

19 Defendants.

Case No. 34-2020-00287486

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Wage Statement Violations
3. Waiting Time Penalties
4. Unfair Competition
5. Failure to Reimburse Expenses
6. Failure to Pay Accrued Vacation
7. Meal Period Violations
8. Rest Period Violations
9. Private Attorneys General Act

JURY TRIAL DEMANDED

22
23
24 Plaintiff ANALISA LEONG-CALL ("Plaintiff") hereby files this Complaint against Defendants
25 MRB FOODS, INC., a California Corporation; SANJAY LILLANEY, an individual; CONNIE
26 GAMMON, an individual; and DOES 1 to 100 (hereinafter collectively referred to as "Defendants").
27 Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:
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2. Plaintiff is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a resident of the State of California.

3. Plaintiff is informed and believes and thereupon alleges that MRB FOODS INC. is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

5. On information and belief, Plaintiff alleges, that CONNIE GAMMON is an individual over the age of eighteen (18) and is a resident of the State of Nevada. Plaintiff further allege(s) that CONNIE GAMMON is an owner, director, officer, and/or managing agent of MRB FOODS, INC. responsible for causing the violations outlined in the First through Third and Fifth through Ninth causes of action. As such CONNIE GAMMON is individually liable pursuant to California Labor Code section 558.1.

2

1 Plaintiff. Plaintiff will seek leave of court to amend this complaint to state the true names and capacities
2 of such fictitiously named Defendants when ascertained.

3 7. At all times mentioned herein, each Defendant was the agent or employee of each of the
4 other Defendants and was acting within the course and scope of such agency or employment. The
5 Defendants are jointly and severally liable to Plaintiff.

6 8. Defendants, and each of them, are now and or at all times mentioned in this Complaint
7 were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting
8 within the course and scope of, and in pursuance of said joint venture, partnership and common
9 enterprise. Defendants are also "joint employers" as they controlled the terms and conditions of
10 Plaintiff's employment.

11 9. Defendants, and each of them, are now and or at all times mentioned in this Complaint
12 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

13 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
14 wrongs, complaints, injuries and/or damages alleged in this Complaint.

15 JURISDICTION AND VENUE

16 11. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
17 violations of the California Business and Professions Code, the California Labor Code, Wage Orders,
18 and common law.

19 12. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that the
20 wrongful acts and violations of law asserted herein occurred within Sacramento County.

21 13. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
22 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
23 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
24 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
25 approximately October 5, 2020. Plaintiff provided facts and legal bases for her claims within the notice
26 to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
27 Plaintiff submitted the \$75.00 filing fee. The October 5, 2020 notice was also sent via certified mail to
28 Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not

1 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and
2 believes that she has exhausted all administrative remedies pursuant to the Private Attorneys General
3 Act and may bring this action on behalf of herself and all similarly situated employees. *See* Cal. Labor
4 Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385
5 n.19 (2005).

6 CLASS ALLEGATIONS

7 14. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all
8 others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. The
9 subclasses which Plaintiff seeks to represent is composed of, and defined, as follows:

10 All current and former non-exempt employees of Defendants who
11 performed work in California and were paid any bonuses or other
12 incentive-based compensation in addition to their basic hourly rates from
October 14, 2016 to the present;

13 All current and former non-exempt employees of Defendants who
14 performed work in California and who were issued paystubs from October
14, 2019 to the present.

15 15. This action may be maintained as a class action because there is a well-defined
16 community of interests in the litigation and the proposed class is easily ascertainable.

17 16. Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members
18 is impracticable. While the act number of class members is unknown to Plaintiff at this time, Plaintiff is
19 informed and believes that more than approximately fifty (50) individuals were subjected to the
20 practices outlined in this Complaint relating to the First through Eighth Causes of Action.

21 17. Common Questions Predominate: Common questions of law and fact exist as to all
22 members of the Plaintiff Class and predominate over questions that affect only individual class
23 members. These common questions of law and fact include, without limitation, the following:

- 24 (1) Whether Defendants had a policy and/or practice in place to calculate regular rates of
25 pay taking into account all non-discretionary remuneration;
26 (2) Whether Defendants had a policy and/or practice in place to calculate Plaintiffs
27 premiums rates of pay taking into account all non-discretionary remuneration;
28

- 1 (3) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
2 all overtime wages owed;
- 3 (4) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
4 all meal and rest period premiums owed;
- 5 (5) Whether as a result of Defendants' payroll policies, or lack thereof, Defendants'
6 employees were given paystubs that did not reflect total hours worked by the
7 employee as required by Labor Code 226;
- 8 (6) Whether as a result of Defendants' payroll policies, or lack thereof, Defendants'
9 employees were given paystubs that did not reflect all applicable hourly rates in effect
10 as required by Labor Code 226;
- 11 (7) Whether Defendants had a policy and/or practice in place to reimburse expenses;
- 12 (8) Whether Defendants had a policy and/or practice in place to pay Plaintiffs accrued
13 and unused vacation at the time of their separation or termination;
- 14 (9) Whether as a result of Defendants' payroll policies, or a lack thereof, Plaintiffs
15 received all wages, due and owing, at the time of their termination/separation.

16 18. Typicality: Plaintiff's claims are typical of the claims for the members of the Plaintiff
17 Class. Plaintiff and all members of the Plaintiff Class were hourly employees who actually were not
18 compensated for all premium wages owed to them based on Defendants miscalculation of the regular
19 rate of pay. Plaintiff and similarly situated employees were also not reimbursed for the use of their
20 personal vehicles and paid all accrued and unused vacation at their separation or termination.
21 Additionally, as a result of Defendants' inaccurate calculations and compensation, Plaintiff and
22 similarly situated employees were not provided legally compliant paystubs and did not receive all
23 wages due to them upon their separation or termination.

24 19. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
25 the Plaintiff Class. Plaintiff has no interests which are adverse to those of absent class members.
26 Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation
27 and employment law matters.

28 //

1 20. Superiority: A class action is superior to other available means for the fair and
2 efficient adjudication of the controversy as there is no plain, speedy, or adequate remedy other than
3 by maintenance of this class action. The critical issues in the First through Eighth Causes of Action
4 revolve around the legal requirement to pay employees for overtime, missed meal and rest periods,
5 accrued vacation and paid sick time, and reimburse expenses. All other issues in the First through
6 Eighth Causes of Action in this case, *e.g.* wage statement violations, waiting time penalties, and
7 unfair competition derive from these requirements. Failure to maintain this suit as a class action
8 would result in multiple suits involving the same legal analysis and factual scenarios. Furthermore,
9 the damages suffered by each individual member of the class may be relatively small, the expenses
10 and burden of individual litigation relatively high, and such costs may make it difficult or impossible
11 for individual members of the class to redress the wrongs done to them.

12 21. Plaintiff is unaware of any difficulties that are likely to be encountered in the
13 management of this action that would preclude its maintenance as a class action.

14 **FACTUAL ALLEGATIONS**

15 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
16 set forth herein.

17 23. Plaintiff worked for Defendants as a non-exempt employee. Defendants own and operate
18 fast food restaurants, such as Burger King. Plaintiff and similarly situated employees regularly worked
19 over eight (8) hours in a day and/or forty (40) hours in a week. Plaintiff and similarly situated
20 employees frequently received non-discretionary remuneration, including bonuses and other types of
21 incentive based pay that were based on the store's profitability, speed of service, guest comments, and
22 other measures, as part of their pay in addition to their basic hourly rates. Similarly situated employees
23 also earned overtime, meal and rest period premiums, and sick leave wages during the same periods of
24 time covered by the bonuses and incentive-based pay. However, Defendants did not properly
25 incorporate the value of the non-discretionary remuneration such as bonuses and incentive pay, etc., into
26 Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime
27 wages, meal and rest period premiums, and/or paid sick time. This caused Plaintiff and similarly
28 situated employees to be deprived of all wages due and owing as they but were not paid the additional

1 amounts that would have resulted by incorporating the value of the non-discretionary remuneration into
2 their regular rate of pay.

3 24. Plaintiff and similarly situated employees would regularly make bank deposits for
4 Defendants using their personal vehicles to drive from the store location to the bank. Defendants did not
5 have any policy to reimburse Plaintiff and similarly situated employees for the use of their personal
6 vehicles. Plaintiff and similarly situated employees did not receive any reimbursement for the use of
7 their personal vehicles.

8 25. Defendants failed to provide Plaintiff and similarly situated employees with legally
9 compliant paystubs. The paystubs Defendants issued did not itemize the total hours worked, all
10 applicable rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate, and the accurate amount of gross and net wages earned. As a result, Plaintiff and similarly
12 situated employees were not able to determine the total wages owed to them from their paystubs alone.

13 26. As a result of Defendants' policies, at the time of their termination or separation, Plaintiff
14 and similarly situated employees had overtime wages, meal and rest period premiums, and/or paid sick
15 time still owing to them. Additionally, Defendants had a policy and practice of failing to pay Plaintiff
16 and similarly situated employees all accrued vacation at the time of their termination or separation. As
17 of the date of this letter, Defendants still have not paid these wages to Plaintiff and similarly situated
18 employees.

19 27. Sanjay Lillaney and Connie Gammon are and/or were owners, officers, directors, and
20 shareholders of MRB Foods Inc. during the claim period. They developed, maintained, implemented,
21 and caused the unlawful wage and hour practices described herein to occur.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**
24 **FAILURE TO PAY OVERTIME WAGES**
(As to all Defendants)

25 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
26 set forth herein.

27 29. During the period Plaintiff and similarly situated employees were employed by
28 Defendants, Defendants were required to compensate them one and one-half (1½) times the regular rate

1 of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two
2 (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g., Cal.*
3 *Labor Code §§ 510, 1194.*

4 30. Plaintiff and similarly situated employees frequently worked in excess of eight (8) hours
5 per day and/or forty (40) hours per week while employed by Defendants; however, Defendants
6 incorrectly calculated Plaintiff's and similarly situated employees' overtime pay, wholly failing to pay
7 the value of overtime wages attributable to the additional non-discretionary remuneration paid to them,
8 such as bonuses. This resulted in Defendants not compensating Plaintiff and similarly situated
9 employees for all overtime hours worked.

10 31. Plaintiff and similarly situated employees were non-exempt employees under the
11 administrative, executive, or professional exemptions, Wage Order 5, and California Labor Code section
12 510.

13 32. Defendants' conduct described herein violates California Labor Code sections 510, 1194,
14 and Wage Order 5. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
15 employees have been damaged and deprived of overtime wages. Plaintiff and similarly situated
16 employees now seek these wages, as well as attorney's fees and costs and interest pursuant to California
17 Labor Code section 1194.

18 **SECOND CAUSE OF ACTION**
19 **WAGE STATEMENT VIOLATIONS**
20 **(As to all Defendants)**

21 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully
22 set forth herein.

23 34. According to Labor Code section 226(a), an employer must provide an itemized
24 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

25 *(1) gross wages earned, (2) total hours worked by the employee, except for*
26 *any employee whose compensation is solely based on a salary and who is*
27 *exempt from payment of overtime under subdivision (a) of Section 515 or*
28 *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 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California

35. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants did not accurately itemize total hours worked, all applicable hourly rates, sick leave pay rates or the corresponding number of hours worked at each hourly rate. As a result, Plaintiff and similarly situated employees were unable to determine the amount of unpaid wages owed to them.

36. As a proximate cause of Defendants' acts, Plaintiff and similarly situated employees were damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

38. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Labor Code § 201.

39. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Labor Code § 202.

40. Plaintiff and similarly situated employees did not receive all premiums wages, used sick pay, and vacation wages owed to them at their separation or termination.

41. An employer who willfully fails to pay an employee wages in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Labor Code § 203.

42. Defendants knew of their obligation to pay Plaintiff and similarly situated individuals for premium wages and sick leave pay because their time and pay records showed that these wages were being earned but were not being compensated correctly due to the failure to correctly calculate the regular rate of pay. Additionally, Defendants were aware that Plaintiff and similarly situated employees had accrued and unused vacation. Thus, Defendants' failure to pay all wages at the time of separation or termination was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of its obligation to pay all wages owed upon termination and willful refusal.

43. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived of her wages and thereby seek her and putative class members' waiting time penalties due at their daily rate of pay multiplied by up to thirty (30) days.

FOURTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants MRB Foods, Inc. and DOES 1 to 100)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully set forth herein.

45. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with section 17500) of Part 3 of Division 7 of the Business and Professions Code.

Business and Professions Code § 17200.

46. Plaintiff is informed and believes and thereon alleges that Defendants did not pay Plaintiff and similarly situated employees all premium wages owed, accrued and unused vacation, and paid sick leave in violation of the California Labor Code.

47. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

48. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code § 17203), Plaintiff and similarly situated employees are entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, interest and

1 penalties pursuant to B&P §§ 17203, 17208, for the violations of Labor Code and applicable Wage
2 Orders in an amount to be proven at trial.

3 **FIFTH CAUSE OF ACTION**
4 **FAILURE TO PAY REIMBURSEMENT EXPENSES**
5 **(As to all Defendants)**

6 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
7 set forth herein.

8 50. Labor Code section 2802(a) states that “An employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
11 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

12 51. Defendants required Plaintiff and similarly situated employees to use their personal
13 vehicles for work purposes. Defendants did not reimburse Plaintiff and similarly situated employees for
14 these expenses.

15 52. Defendants’ conduct described herein violated California Labor Code section 2802. As a
16 proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged
17 as stated in the section below titled “DAMAGES.”

18 **SIXTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 227.3**
20 **(As to all Defendants)**

21 53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully
22 set forth herein.

23 54. Labor Code section 227.3 provides that “whenever a contract of employment or employer
24 policy provides for paid vacations, and an employee is terminated without having taken off his vested
25 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such
26 contract of employment or employer policy respecting eligibility or time served.”

27 55. At the time of termination, Defendants failed to pay Plaintiff and similarly situated
28 employees their accrued vacation.

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1 56. As a proximate cause of Defendants' conduct, Plaintiff and similarly situated employees
2 were damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the
3 extent pertinent as if set forth here in full.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO PROVIDE MEAL PERIODS OR PAYMENT IN LIEU THEREOF**
6 **(As to all Defendants)**

7 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
8 set forth herein.

9 58. An employer must provide an employee meal and rest periods in accordance with the
10 applicable Wage Order, and Labor Code sections 226.7 and 512.

11 59. Labor Code section 226.7, 512 and Wage Order 5, section 11(A) require an employer to
12 provide a duty-free meal period of not less than 30 minutes for each work period of more than five (5)
13 hours. If an employee works longer than 10 hours in a workday, the employer must provide a second
14 meal period.

15 60. An employer must pay an employee an additional one hour of pay at their regular rate of
16 pay if the employee is not provided the legally required meal period.

17 61. Plaintiff alleges that Defendants did not pay Plaintiff and similarly situated employees all
18 meal period premiums due to them because any meal period premiums that were paid did not
19 incorporate the value of bonus and incentive payments for determining the employee's regular rate.
20 Thus, amounts remain owed to Plaintiff and similarly situated employees for earned meal period
21 premiums.

22 62. As a proximate cause of Defendants' actions, Plaintiff and similarly situated employees
23 are entitled to the full value of the meal period premiums that have not yet been paid. Labor Code
24 §226.7 and Wage Order 5-2001, §§11(B) and 12(B).

25 **EIGHTH CAUSE OF ACTION**
26 **FAILURE TO PROVIDE REST PERIODS OR PAYMENT IN LIEU THEREOF**
27 **(As to all Defendants)**

28 63. Plaintiff incorporates by reference and re-allege paragraphs 1 through 62 as though fully
set forth herein.

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64. An employer must provide an employee rest periods in accordance with the applicable Wage Order and Labor Code section 226.7.

65. Wage Order 5-2001, section 12(A) requires every employer to authorize and permit employees to take rest periods. For each four (4) hours or fraction thereof worked by the employee, the employee shall receive ten (10) minutes net rest time. *See* Wage Order 5-2001 § 12(A).

66. Plaintiff alleges that Defendants did not pay Plaintiff and similarly situated employees all rest period premiums due to them because any rest period premiums that were paid did not incorporate the value of bonus and incentive payments for determining the employee's regular rate. Thus, amounts remain owed to Plaintiff and similarly situated employees for earned rest period premiums.

67. As a proximate cause of Defendants' failure to "authorize and permit" rest periods, Plaintiff and similarly situated employees are entitled to one (1) hour of pay at the employees' regular rate of compensation for each rest period not provided, as a wage, from three (3) years of the filing of this Complaint. *See* Cal. Lab. Code § 226.7; IWC Wage Order 5-2001 § 12(B)

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code § 227.3 (Failure to Pay Accrued and Unused Vacation)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

70. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE, Plaintiff requests relief as follows:

1. A Jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount proven at trial;
 - b. Interest for the wages due pursuant to Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Penalties as provided for in Labor Code section 226;
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
4. As to the Fifth Cause of Action:
 - a. All reimbursement expenses earned and owing in an amount to be proven at trial;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
5. As to the Sixth Cause of Action:

- a. For all unpaid vacation wages due and owing;
 - b. For attorneys' fees, costs, and interest pursuant to Labor Code §§ 218.5 and 218.6;
6. As to the Seventh and Eighth Causes of Action:
- a. For wages in an amount proven at trial;
 - b. For attorney's fees and costs and interest pursuant to California Code of Civil Procedure sections 1021.5 and Civil Code 3287.
7. As to the Ninth Cause of Action:
- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
 - b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
 - c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
 - d. For any other remedies as allowed by law and/or deemed appropriate by the Court;
8. As to All Causes of Action:
- a. For other such relief as this Court may deem just and proper;
 - b. Attorney's fees as provided by law; and
 - c. Interest as provided by law.

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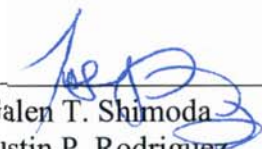
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2 Dated: December 21, 2020

Shimoda Law Corp.

3
4 By: _____


Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff