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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 INGRID FRAGOSO, on behalf of herself and
12 all other aggrieved employees,

13 *Plaintiff,*

14 vs.

15 TACO BELL CORP., a California
corporation; TACO BELL OF AMERICA,
16 LLC, a Delaware corporation; J AND R
HOCK ENTERPRISES, INC., a California
17 corporation; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No. **21STCV13767**

COMPLAINT FOR:

1. Civil Penalties (Lab. Code §§ 2698 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff INGRID FRAGOSO ("Plaintiff"), on behalf of herself, all other aggrieved
2 employees, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants TACO BELL CORP., a
5 California corporation; TACO BELL OF AMERICA, LLC, a Delaware corporation; J AND R HOCK
6 ENTERPRISES, INC., a California corporation; and DOES 1 through 50, inclusive, (collectively
7 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
8 alleges that Defendants have:

9 (1) failed to provide him and all other aggrieved employees with meal periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to properly record their meal and rest breaks;

13 (5) failed to pay them minimum wages for all hours worked;

14 (6) failed to pay them overtime wages;

15 (7) failed to provide them with accurate written wage statements;

16 (8) failed to pay them all of their final wages following separation of employment; and

17 (9) and failed to reimburse them for all necessary business expenditures incurred.

18 2. Based on these alleged Labor Code violations, Plaintiff now brings this representative
19 action for civil penalties on behalf of herself, all others similarly situated aggrieved employees, the
20 state of California, and the general public.

21 **JURISDICTION AND VENUE**

22 3. This Court has subject matter jurisdiction to hear this case because the monetary
23 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
24 of the Superior Court of the State of California.

25 4. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
28 maintains offices, transacts business and/or has an agent therein.

5. Venue is proper in Los Angeles County because Defendants' have at all times alleged herein, conducted business in Los Angeles County, and throughout California. As such, venue is proper in any county in California.

PARTIES

6. Plaintiff was employed by Defendants in the State of California as an hourly, non-exempt employee during the statutory period.

7. Defendant TACO BELL CORP., is, and at all times alleged herein, a California Corporation and does business throughout the State of California.

8. Defendant TACO BELL OD AMERICA, LLC., is, and at all times alleged herein, a Delaware Corporation and does business throughout the State of California.

9. Defendant J AND R HOCK ENTERPRISES, INC. is, and at all times alleged herein, a California Corporation and does business throughout the State of California.

10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

12. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts

1 and omissions alleged herein.

2 **GENERAL ALLEGATIONS**

3 13. Plaintiff worked for Defendants as a non-exempt, hourly employee during the relevant
4 statutory period.

5 14. Defendants' written policies failed to advise Plaintiff and the aggrieved employees of
6 their legal rights to take meal and rest periods in accordance with California law. Plaintiff and the
7 aggrieved employees were constantly short on the labor necessary to perform daily tasks. As a result,
8 Plaintiff and the aggrieved employees would continue to serve customers after clocking out for meal
9 periods. As a result, Plaintiff and the aggrieved employees were not provided legally mandated
10 uninterrupted meal periods of at least thirty minutes. Plaintiff and the aggrieved employees were
11 required to clock out for meal periods even though they continued to perform work with the full
12 knowledge by their supervisors.

13 15. Plaintiff and the aggrieved employees did not execute valid on-duty meal period
14 waivers that complied with California law. Therefore, Plaintiff and the aggrieved employees were
15 not provided with an uninterrupted, duty-free meal period of at least thirty minutes.

16 16. In addition, at the times when Plaintiff and the aggrieved employees were not timely
17 provided with a meal period, Defendants failed to pay them legally required premium wages. These
18 failures result, in part, from policies and practices that lack adequate safeguards to ensure that
19 employees are relieved of all duty for meal periods and are paid additional wages when meal periods
20 are not provided.

21 17. Plaintiff and the aggrieved employees were not subject to valid on-duty meal period
22 agreements with Defendants. California law requires that meal period waivers be documented in a
23 written agreement that is voluntarily signed by both the employee and employer. The written
24 agreement must state that the employee may, in writing, revoke the agreement at any time. (8 Cal.
25 Code Regs. § 11040). Plaintiff and the aggrieved employees did not execute lawful meal period
26 waivers in accordance with California law.

27 18. Aggrieved employees were not provided with meal periods of at least thirty (30)
28 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal

1 period as part of each work shift and (2) no formal written meal and rest period policy that encouraged
2 employees to take their meal and rest periods or that advised Plaintiff and aggrieved employees of the
3 meal and rest period rights.

4 19. Plaintiff and the aggrieved employees were not provided with rest periods of at least
5 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
6 policy of not scheduling each rest period as part of each work shift and (2) no formal written meal
7 and rest period policy that encouraged employees to take their meal and rest periods; (3) Defendants'
8 practice of requiring aggrieved employees to continue working through meal and rest periods due to
9 the excessive workload; and (4) Defendants common policy and practice of failing to properly record
10 and track employees' meal periods.

11 20. Plaintiff and the aggrieved employees were not provided with rest periods of at least
12 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
13 policy of not scheduling each rest period as part of each work shift and no formal written meal and
14 rest period policy that encouraged employees to take their meal and rest periods, or that advised
15 Plaintiff and aggrieved employees of the meal and rest period rights. Additionally, Defendants
16 implemented a common policy and practice of failing to properly record and track employees' the
17 rest periods owed to aggrieved employees.

18 21. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
19 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
20 hours worked due to complying with Defendants' requirements that required Plaintiff and the
21 aggrieved employees to remain at their security posts through their rest periods.

22 22. As a result of their failures to provide meal periods in accordance with California law
23 and to accurately record the starting and stopping times of all work periods, Defendants failed to
24 compensate Plaintiff and the aggrieved employees with all hourly and overtime wages for time spent
25 working during unpaid meal periods.

26 23. At all relevant times during the applicable limitations period, Defendants maintained
27 a policy or practice of requiring Plaintiff and the aggrieved employees to clock out for their meal
28 periods even though they continued to work off-the-clock. These uncompensated hours caused

1 Plaintiff and aggrieved employees to work in excess of eight (8) hours a day and/or forty (40) hours
2 a week, entitling them to overtime wages which they were systemically denied.

3 24. Plaintiff and the aggrieved employees were not provided with accurate wage
4 statements as mandated by law pursuant to Labor Code section 226.

5 25. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
6 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

7 26. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
8 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
9 not included.

10 27. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
11 were not accurately reflected in that: all hours worked, including overtime, were not included.

12 28. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
13 hourly rates in effect during the pay period and the corresponding number of hours worked at each
14 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
15 overtime, were not included.

16 29. Defendants failed to reimburse Plaintiff and aggrieved employees for necessary
17 expenditures incurred in executing their duties under Defendants’ employ. Specifically, Defendants
18 required Plaintiff and aggrieved employees use their personal cell phones and personal vehicles as a
19 necessary condition of employment. Plaintiff and aggrieved employees were never reimbursed for
20 these necessary business expenditures incurred in executing their duties under Defendants’ employ.

21 **FIRST CAUSE OF ACTION**

22 **CIVIL PENALTIES**

23 **(Lab. Code §§ 2698 *et seq.*)**

24 **(Plaintiff Against All Defendants)**

25 30. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 31. At all relevant times, Plaintiff and the aggrieved employees have been non-exempt
28 employees of Defendants entitled to the full meal period protections of both the Labor Code and the

1 applicable Industrial Welfare Commission Wage Order.

2 32. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
3 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
4 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
5 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
6 minutes for each work period of ten hours.

7 33. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
8 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work
9 during required meal periods and require employers to pay non-exempt employees an hour of
10 premium wages on each workday that the employee is not provided with the required meal period.

11 34. Compensation for missed meal periods constitutes wages within the meaning of Labor
12 Code section 200.

13 35. Labor Code section 1198 makes it unlawful to employ a person under conditions that
14 violate the applicable Wage Order.

15 36. Section 11 of the applicable Wage Order states:

16 "No employer shall employ any person for a work period of more than five (5)
17 hours without a meal period of not less than 30 minutes, except that when a
18 work period of not more than six (6) hours will complete the day's work the
19 meal period may be waived by mutual consent of the employer and employee.
20 Unless the employee is relieved of all duty during a 30 minute meal period, the
21 meal period shall be considered an 'on duty' meal period and counted as time
22 worked. An 'on duty' meal period shall be permitted only when the nature of
23 the work prevents an employee from being relieved of all duty and when by
24 written agreement between the parties an on-the-job paid meal period is agreed
25 to. The written agreement shall state that the employee may, in writing, revoke
26 the agreement at any time."

27 37. Furthermore, California Code of Regulations, Title 8, § 11040(7)(A)(3)
28 provides:

(A) Every employer shall keep accurate information with respect to each
employee including the following: . . . (3) Time records showing when the
employee begins and ends each work period. Meal periods, split shift intervals
and total daily hours worked shall also be recorded. Meal periods during which
operations cease and authorized rest periods need not be recorded.

1 38. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

3 39. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing Plaintiff and aggrieved employees with
5 uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work
6 period, as required by Labor Code section 512 ad the applicable Wage Order.

7 40. Defendants' written policies failed to advise Plaintiff and the aggrieved employees of
8 their legal rights to take meal and rest periods in accordance with California law. Plaintiff and the
9 aggrieved employees were constantly short on the labor necessary to perform daily tasks. As a result,
10 Plaintiff and the aggrieved employees would continue to serve customers after clocking out for meal
11 periods. As a result, Plaintiff and the aggrieved employees were not provided legally mandated
12 uninterrupted meal periods of at least thirty minutes. Plaintiff and the aggrieved employees were
13 required to clock out for meal periods even though they continued to perform work with the full
14 knowledge by their supervisors.

15 41. Plaintiff and the aggrieved employees did not execute valid on-duty meal period
16 waivers that complied with California law. Therefore, Plaintiff and the aggrieved employees were
17 not provided with an uninterrupted, duty-free meal period of at least thirty minutes.

18 42. In addition, at the times when Plaintiff and the aggrieved employees were not timely
19 provided with a meal period, Defendants failed to pay them legally required premium wages. These
20 failures result, in part, from policies and practices that lack adequate safeguards to ensure that
21 employees are relieved of all duty for meal periods and are paid additional wages when meal periods
22 are not provided.

23 43. Plaintiff and the aggrieved employees were not subject to valid on-duty meal period
24 agreements with Defendants. California law requires that meal period waivers be documented in a
25 written agreement that is voluntarily signed by both the employee and employer. The written
26 agreement must state that the employee may, in writing, revoke the agreement at any time. (8 Cal.
27 Code Regs. § 11040). Plaintiff and the aggrieved employees did not execute lawful meal period
28 waivers in accordance with California law.

1 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 aggrieved employees were routinely denied uninterrupted, duty-free meal periods of at least 30
3 minutes while employed by Defendant due to (1) Defendants' policy of not scheduling each meal
4 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
5 take their meal periods, or that advised aggrieved employees of their meal and rest period rights; and
6 (3) Defendants' practice of requiring aggrieved employees to continue working due to the excessive
7 workload during unpaid meal periods. Defendants also failed to properly record and track the meal
8 periods owed to Plaintiff and aggrieved employees as required by Labor Code § 1174, California
9 Code of Regulations, Title 8, §11040(7)(A)(3), and applicable Wage Orders. Labor Code section
10 1198 makes it unlawful for employers to employ employees under conditions that violate the
11 applicable Wage Order.

12 45. Aggrieved employees were not subject to valid on-duty meal period agreements with
13 Defendant. California law requires that meal period waivers be documented in a written agreement
14 that is voluntarily signed by both the employee and employer. The written agreement must state that
15 the employee may, in writing, revoke the agreement at any time. 8 Cal. Code Regs. § 11040(11).
16 Plaintiff and the aggrieved employees did not execute lawful meal period waivers in accordance with
17 California law.

18 46. Section 12 of the applicable Wage Order imposes an affirmative obligation on
19 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
20 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
21 middle of each work period insofar as practicable.

22 47. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
23 employers from requiring employees to work during required rest periods and require employers to
24 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
25 workday that the employee is not provided with the required rest period(s).

26 48. Compensation for missed rest periods constitutes wages within the meaning of Labor
27 Code section 200.

28 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of not providing Plaintiff and aggrieved employees with
2 net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, as
3 required by the applicable Wage Order.

4 50. At all relevant times, Defendants failed to pay Plaintiff and aggrieved employees
5 additional premium wages when required meal and rest periods were not provided.

6 51. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
7 which an employee is subject to the control of the employer, and includes all the time the employee
8 is suffered or permitted to work, whether or not required to do so.”

9 52. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
10 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
11 that an employer has actual or constructive knowledge that employees are working.

12 53. Labor Code section 1194 invalidates any agreement between an employer and an
13 employee to work for less than the minimum or overtime wage required under the applicable Wage
14 Order.

15 54. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
16 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
17 to the underlying unpaid minimum wages and interest thereon.

18 55. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
19 than the minimum wage required under the applicable Wage Order for all hours worked during a
20 payroll period.

21 56. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
22 person acting either individually or as an officer, agent or employee of another person, to pay an
23 employee, or cause an employee to be paid, less than the applicable minimum wage.

24 57. Labor Code section 1198 makes it unlawful for employers to employ employees under
25 conditions that violate the applicable Wage Order.

26 58. Labor Code section 204 requires employers to pay non-exempt employees their earned
27 wages for the normal work period at least twice during each calendar month on days the employer
28 designates in advance and to pay non-exempt employees their earned wages for labor performed in

1 excess of the normal work period by no later than the next regular payday.

2 59. Labor Code section 223 makes it unlawful for employers to pay their employees lower
3 wages than required by contract or statute while purporting to pay them legal wages.

4 60. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
5 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
6 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
7 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
8 consecutive day of one workweek.

9 61. Labor Code section 510 and Section 3 of the applicable Wage Order also require
10 employers to pay non-exempt employees overtime wages of no less than two times their respective
11 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
12 worked in excess of eight hours on a seventh consecutive workday during the workweek.

13 62. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
14 centrally devised policies and practices to him and aggrieved employees with respect to working
15 conditions and compensation arrangements.

16 63. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and aggrieved
17 employees for all time worked, including but not limited to, overtime hours at statutory and/or agreed
18 rates. Specifically, plaintiff and aggrieved employees were required to perform work during unpaid
19 meal breaks, for which no wages were paid. These uncompensated hours caused Plaintiff and
20 aggrieved employees to work in excess of eight (8) hours a day and/or forty (40) hours a week,
21 entitling them to overtime wages which they were systemically denied.

22 64. Labor Code section 226(a) states:

23 "An employer, semimonthly or at the time of each payment of wages, shall furnish to
24 his or her employee, either as a detachable part of the check, draft, or voucher paying
25 the employee's wages, or separately if wages are paid by personal check or cash, an
26 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
28 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

1 address of the legal entity that is the employer and, if the employer is a farm labor
2 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
3 legal entity that secured the services of the employer, and (9) all applicable hourly rates
4 in effect during the pay period and the corresponding number of hours worked at each
5 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
6 services employer as defined in Section 201.3, the rate of pay and the total hours
7 worked for each temporary services assignment. The deductions made from payment
8 of wages shall be recorded in ink or other indelible form, properly dated, showing the
9 month, day, and year, and a copy of the statement and the record of the deductions shall
10 be kept on file by the employer for at least three years at the place of employment or at
11 a central location within the State of California. For purposes of this subdivision,
12 'copy' includes a duplicate of the itemized statement provided to an employee or a
13 computer-generated record that accurately shows all of the information required by this
14 subdivision."

15 65. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
16 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
17 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
18 retains the right to elect to receive a written paper stub or record and that those who are provided with
19 electronic wage statements retain the ability to easily access the information and convert the electronic
20 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

21 66. Plaintiff is informed and believes that, at all relevant times during the applicable
22 limitations period, Defendants have failed to provide aggrieved employees with written wage
23 statements as described above.

24 67. Plaintiff is informed and believes that Defendants' failure to provide him and
25 aggrieved employees with accurate written wage statements were intentional in that Defendants have
26 the ability to provide them with accurate wage statements but have intentionally provided them with
27 written wage statements that Defendants have known do not comply with Labor Code section 226(a).

28 68. In addition, inaccurate information on their wage statements have prevented
immediate challenges to Defendants' unlawful pay practices, has required discovery and
mathematical computations to determine the amount of wages owed, has caused difficulty and
expense in attempting to reconstruct time and pay records, and/or has led to the submission of
inaccurate information about wages and deductions to federal and state government agencies.

69. At all relevant times, Plaintiff and aggrieved employees have been entitled, upon the
end of their employment with Defendants, to timely payment of all wages earned and unpaid before

1 termination or resignation.

2 70. At all relevant times, pursuant to Labor Code section 201, employees who have been
3 discharged have been entitled to payment of all final wages immediately upon termination.

4 71. At all relevant times, pursuant to Labor Code section 202, employees who have
5 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
6 payment of all final wages at the time of resignation.

7 72. At all relevant times, pursuant to Labor Code section 202, employees who have
8 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
9 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

10 73. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
11 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

12 74. Plaintiff is informed and believes that, at all relevant time during the applicable
13 limitations period, Defendants have failed to timely pay aggrieved employees all of their final wages
14 in accordance with the Labor Code.

15 75. Plaintiff is informed and believes that, at all relevant times during the applicable
16 limitations period, Defendants have maintained a policy or practice of paying aggrieved employees
17 their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to
18 timely pay them all final wages.

19 76. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
20 timely pay all final wages to him and aggrieved employees have been willful in that Defendants have
21 the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have
22 intentionally adopted policies or practices that are incompatible with those requirements.

23 77. Labor Code section 2802(a) states:

24 "An employer shall indemnify his or her employee for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her
26 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful."

27 78. Defendants failed to reimburse Plaintiff and aggrieved employees for necessary
28 expenditures incurred in executing their duties under Defendants' employ. Defendants required

1 Plaintiff and aggrieved employees to use their personal cell phones and personal vehicles for work-
2 related tasks, and were not reimbursed for such expenditures. As such, Defendants failed to
3 indemnify Plaintiff and aggrieved employees for such expenses both during and after their
4 employment ended.

5 79. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid
6 by Defendants was insufficient to indemnify Plaintiff and aggrieved employees members for all
7 necessary expenses incurred in the discharge of their duties.

8 80. At all relevant times during the applicable limitations period, Defendants required
9 Plaintiff and aggrieved employees to pay for expenses and/or losses caused by Defendants' want of
10 ordinary care. Defendants failed to indemnify Plaintiff and aggrieved employees for all such
11 expenditures.

12 81. During the applicable limitations period, Defendants have violated Labor Code
13 sections 201, 202, 203, 204, 210, 223, 226(a), 226.7, 227.3, 510, 512, 558.1, 1174, 1194, 1197, 1198
14 and 2802, Code of Regulations, Title 8, 11040(7)(A)(3), and the applicable Wage Orders.

15 82. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
16 herself and other current and former employees, to bring a representative civil action to recover civil
17 penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need not,
18 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

19 83. Plaintiff, a former employee against who Defendants committed one or more of the
20 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
21 within the meaning of Labor Code section 2699(c).

22 84. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
23 section 2699.3.

24 85. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
25 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 221, 223, 226(a),
26 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1198, and 2808, and Code of Regulations, Title 8,
27 11040(7)(A)(3), and the applicable Wage Orders

28 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 227.3, 512,

1 1174, 1194, 1198, and 2802, \$100 for each employee per pay period for each
2 initial violation and \$200 for each employee per pay period for each subsequent
3 violation (penalties set by Labor Code section 2699(f)(2));

4 B. For violations of Labor Code section 203, a penalty in an amount not exceeding
5 thirty days pay as waiting time (penalties set by Labor Code section 256);

6 C. For violations of Labor Code section 204, \$100 for each employee for each
7 initial violation that was neither willful nor intentional, \$200 for each
8 employee, plus 25% of the amount unlawfully withheld from each employee,
9 for each initial violation that was either willful or intentional, and \$200 for
10 each employee, plus 25% of the amount unlawfully withheld from each
11 employee, for each subsequent violation, regardless of whether the subsequent
12 violation was either willful or intentional (penalties set by Labor Code section
13 210);

14 D. For violations of Labor Code section 223, \$100 for each employee for each
15 initial violation that was neither willful nor intentional, \$200 for each
16 employee, plus 25% of the amount unlawfully withheld from each employee,
17 for each initial violation that was either willful or intentional, and \$200 for
18 each employee, plus 25% of the amount unlawfully withheld from each
19 employee, for each subsequent violation, regardless of whether the subsequent
20 violation was either willful or intentional (penalties set by Labor Code section
21 225.5);

22 E. For violations of Labor Code section 226(a), if this action is deemed to be an
23 initial citation, \$250 for each employee for each violation. Alternatively, if an
24 initial citation or its equivalent occurred before the filing of this action, \$1,000
25 for each employee for each violation (penalties set by Labor Code section
26 226.3);

27 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for
28 each initial pay period for which the employee was underpaid, and \$100 for

1 each employee for each subsequent pay period for which the employee was
2 underpaid (penalties set by Labor Code section 558);

3 G. For violations of Labor Code section 1197, \$100 for each aggrieved employee
4 for each initial violation of Labor Code section 1197 that was intentional, and
5 \$250 for each aggrieved employee per pay period for each subsequent violation
6 of Labor Code section 1197, regardless of whether the initial violation was
7 intentional (penalties set by Labor Code section 1197.1);

8 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable
9 attorneys' fees and costs in connection with her claims for civil penalties.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, on behalf of herself, the state of California, the general public, and
12 all other aggrieved employees, prays for relief and judgment against Defendants as follows:

- 13 (1) Pre-judgment interest;
14 (2) Civil penalties;
15 (3) Costs of suit;
16 (4) Reasonable attorneys' fees; and
17 (5) Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself, the State of California, the general public, all other aggrieved
20 employees, hereby demands a jury trial on all issues so triable.

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22 Dated: April 9, 2021

SETAREH LAW GROUP

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26 Shaun Setareh
27 David Keledjian
28 Attorneys for Plaintiff
INGRID FRAGOSO