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 Superior Court of California
 County of Los Angeles
 APR 05 2021
 SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
 BY MARIBEL MATA Deputy

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

ANDREA HOLLINGSWORTH,
 individually, and on behalf of other members
 of the general public similarly situated;
 MICHAEL CHATMAN, IRIS
 ECHEVERRIA, individually, and on behalf
 of other aggrieved employees pursuant to the
 California Private Attorneys General Act;

Plaintiffs,

vs.

MEUNDIES, INC., an unknown business
 entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV37643

Honorable William F. Highberger
 Department 10

**~~PROPOSED~~ FIRST AMENDED CLASS
 ACTION COMPLAINT FOR DAMAGES
 & ENFORCEMENT UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT, CALIFORNIA LABOR CODE §
 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

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Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et
seq.;
(11) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ANDREA HOLLINGSWORTH (“Plaintiff”), individually,
and on behalf of other members of the general public similarly situated, and Plaintiffs
MICHAEL CHATMAN (“Plaintiff CHATMAN”) and IRIS ECHEVERRIA (“Plaintiff
ECHEVERRIA”) (together, “Plaintiffs”) individually, and on behalf of other aggrieved
employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure
section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California
Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all
other causes” except those given by statute to other courts. The statutes under which this
action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and
belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
otherwise intentionally avails itself of the California market so as to render the exercise of
jurisdiction over it by California courts consistent with traditional notions of fair play and
substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant
maintains offices, has agents, employs individuals, and/or transacts business in the State of
California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
Plaintiff and the other class members took place in the State of California, including the County
of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center”

1 within the State of California, County of Los Angeles.

2 **PARTIES**

3 5. Plaintiff ANDREA HOLLINGSWORTH is an individual residing in the State of
4 California, County of Los Angeles.

5 6. Plaintiff MICHAEL CHATMAN is an individual residing in the State of
6 California, County of Los Angeles.

7 7. Plaintiff IRIS ECHEVERRIA is an individual residing in the State of California,
8 County of Los Angeles.

9 8. Defendant MEUNDIES, INC., at all times herein mentioned, was and is, upon
10 information and belief, an employer whose employees are engaged throughout the State of
11 California, including the County of Los Angeles.

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13 9. At all relevant times, Defendant MEUNDIES, INC. was the “employer” of
14 Plaintiffs within the meaning of all applicable California laws and statutes.

15 10. At all times herein relevant, Defendants MEUNDIES, INC., and DOES 1
16 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
17 representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns,
18 each of the other, and at all times relevant hereto were acting within the course and scope of
19 their authority as such agents, partners, joint venturers, joint employers, representatives,
20 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions
21 alleged herein were duly committed with the ratification, knowledge, permission,
22 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

23 11. The true names and capacities, whether corporate, associate, individual or
24 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
25 said defendants by such fictitious names. Plaintiffs are informed and believes, and based on
26 that information and belief alleges, that each of the defendants designated as a DOE is legally
27 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
28 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.

1 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
2 capacities when the same have been ascertained.

3 12. Defendant MEUNDIES, INC. and DOES 1 through 100 will hereinafter
4 collectively be referred to as “Defendants.”

5 13. Plaintiffs further allege that Defendants directly or indirectly controlled or
6 affected the working conditions, wages, working hours, and conditions of employment of
7 Plaintiffs and the other class members so as to make each of said Defendants employers liable
8 under the statutory provisions set forth herein.

9 **PAGA ALLEGATIONS**

10 14. At all times herein set forth, PAGA was applicable to Plaintiffs CHATMAN and
11 ECHEVERRIA employment by Defendants.

12 15. At all times herein set forth, PAGA provides that any provision of law under the
13 California Labor Code that provides for a civil penalty to be assessed and collected by the
14 LWDA for violations of the California Labor Code may, as an alternative, be recovered
15 through a civil action brought by an aggrieved employee on behalf of herself and other current
16 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

17 16. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
18 employee,” who is any person that was employed by the alleged violator and against whom
19 one or more of the alleged violations was committed.

20 17. Plaintiffs CHATMAN and ECHEVERRIA were employed by Defendants and
21 the alleged violation was committed against her during her time of employment and she is,
22 therefore, an aggrieved employee. Plaintiffs CHATMAN and ECHEVERRIA and the other
23 employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in
24 that they are all current or former employees of Defendants, and one or more of the alleged
25 violations were committed against them.

26 18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
27 employee, including Plaintiffs CHATMAN and ECHEVERRIA, may pursue a civil action
28 arising under PAGA after the following requirements have been met:

1 a. The aggrieved employee shall give written notice by online submission
2 (hereinafter “Employee’s Notice”) to the Labor & Workforce
3 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
4 to the employer of the specific provisions of the California Labor Code
5 alleged to have been violated, including the facts and theories to support
6 the alleged violations.

7 a. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
8 employer and the aggrieved employee by certified mail that it does not
9 intend to investigate the alleged violation within sixty (60) calendar days
10 of the postmark date of the Employee’s Notice. Upon receipt of the
11 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
12 (65) calendar days of the postmark date of the Employee’s Notice, the
13 aggrieved employee may commence a civil action pursuant to California
14 Labor Code section 2699 to recover civil penalties in addition to any
15 other penalties to which the employee may be entitled.

16 19. On August 22, 2019 and November 10, 2020, Plaintiff CHATMAN and
17 ECHEVERRIA provided written notice by online submission to the LWDA and by U.S.
18 Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to
19 have been violated, including the facts and theories to support the alleged violations. Plaintiffs
20 CHATMAN and ECHEVERRIA have not received an LWDA Notice within sixty-five (65)
21 calendar days of the date of each of Plaintiff CHATMAN and ECHEVERRIA’s notices.

22 20. Therefore, Plaintiffs have satisfied the administrative prerequisites under
23 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
24 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
25 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

26 **CLASS ACTION ALLEGATIONS**

27 21. Plaintiff HOLLINGSWORTH bring this action on her own behalf and on behalf
28 of all other members of the general public similarly situated, and, thus, seeks class certification

under California Code of Civil Procedure section 382.

22. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from October 22, 2015 to final judgment and who reside in California.

23. Plaintiff HOLLINGSWORTH reserve the right to establish subclasses as appropriate.

24. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff HOLLINGSWORTH at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff HOLLINGSWORTH's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff HOLLINGSWORTH will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff HOLLINGSWORTH has no interest that is antagonistic to the other class members. Plaintiff HOLLINGSWORTH's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff HOLLINGSWORTH has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be

necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

25. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, r over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;

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- d. Whether Defendants failed to use the non-discretionary bonuses/shift differential pay/commissions/ non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff HOLLINGSWORTH as an hourly-paid, non-exempt employee, from approximately January 2017 to approximately October 2017, in the State of California, County of Los Angeles.

28. Defendants, jointly and severally, employed Plaintiff CHATMAN as an hourly-paid, non-exempt employee from approximately November 2016 to approximately August 2018 in the State of California, County of Los Angeles.

29. Defendants, jointly and severally, employed Plaintiff ECHEVERRIA as an hourly-paid, non-exempt employee from approximately October 2019 to approximately July 2020 in the State of California, County of Los Angeles

30. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

31. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

32. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

34. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

35. Plaintiffs and the other class members worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweeks during their employment with Defendants.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed, short, late, or interrupted meal periods and rest breaks in violation of California law.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use the non-discretionary bonuses/shift differential pay/commissions/non- discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned non-discretionary bonuses/shift differential pay/commissions/ non-discretionary performance pay and overtime wages in the same workweek.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members, and requiring Plaintiffs and the other class members to perform work during meal periods and rest periods.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control

over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

41. Plaintiff are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed, short, late, and/or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed, short, late, and/or interrupted.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiffs and the other class members did
4 not receive payment of all wages, including overtime and minimum wages and meal and rest
5 period premiums, within any time permissible under California Labor Code section 204.

6 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 complete and accurate wage statements in accordance with California law, but, in fact, they did
9 not receive complete and accurate wage statements from Defendants. The deficiencies
10 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
11 the other class members.

12 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll records
14 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
15 not keep complete and accurate payroll records.

16 48. Plaintiffs re informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to
18 reimbursement for necessary business-related expenses.

19 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiffs and the other class
21 members pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiffs and the other class members that they were properly denied wages, all
24 in order to increase Defendants' profits.

25 50. During the relevant time period, Defendants failed to pay overtime wages to
26 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
27 class members did not receive overtime compensation at one-and-one-half the regular rate of
28 pay for all hours spent performing job duties in excess of eight (8) hours per day, forty (40)

hours per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek without overtime compensation for all overtime hours worked.

51. During the relevant time period, Defendants failed to use the non-discretionary bonuses/shift differential pay/commissions/ non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.

52. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

53. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

54. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

55. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

56. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

57. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

58. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

59. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty

1 due to him [or her] under this article.”

2 **FIRST CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 510 and 1198)**

4 **(Against MEUNDIES, INC. and DOES 1 through 100)**

5 61. Plaintiff HOLLINGSWORTH incorporates by reference the allegations
6 contained in Paragraphs 1 through 60, and each and every part thereof with the same force and
7 effect as though fully set forth herein.

8 62. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly
12 basis.

13 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiff HOLLINGSWORTH and the other class members employed by
15 Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a
16 week, and/or more than six (6) consecutive days in a workweeks, at the rate of time-and-one-
17 half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a
18 week, or the first eight (8) hours worked n the seventh day of work in a workweek.

19 64. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiff HOLLINGSWORTH and the other class members overtime
21 compensation at a rate of two times their regular rate of pay for all hours worked in excess of
22 twelve (12) hours in a day.

23 65. California Labor Code section 510 codifies the right to overtime compensation
24 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
25 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
26 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
27 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
28 of work.

66. During the relevant time period, Plaintiff HOLLINGSWORTH and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

67. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff HOLLINGSWORTH and the other class members.

68. Defendants' failure to pay Plaintiff HOLLINGSWORTH and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

69. Pursuant to California Labor Code section 1194, Plaintiff HOLLINGSWORTH and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against MEUNDIES, INC. and DOES 1 through 100)

70. Plaintiff HOLLINGSWORTH incorporates by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

71. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff HOLLINGSWORTH's and the other class members' employment by Defendants.

72. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per

1 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
2 consent of both the employer and employee.

3 74. At all relevant times, the applicable IWC Wage Order and California Labor
4 Code section 512(a) further provide that an employer may not require, cause or permit an
5 employee to work for a work period of more than ten (10) hours per day without providing the
6 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
7 that if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived by mutual consent of the employer and the employee only if the first meal period
9 was not waived.

10 75. During the relevant time period, Plaintiff HOLLINGSWORTH and the other
11 class members who were scheduled to work for a period of time no longer than six (6) hours,
12 and who did not waive their legally-mandated meal periods by mutual consent, were required
13 to work for periods longer than five (5) hours without an uninterrupted meal period of not less
14 than thirty (30) minutes and/or rest period.

15 76. During the relevant time period, Plaintiff HOLLINGSWORTH and the other
16 class members who were scheduled to work for a period of time in excess of six (6) hours were
17 required to work for periods longer than five (5) hours without an uninterrupted meal period of
18 not less than thirty (30) minutes and/or rest period.

19 77. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff HOLLINGSWORTH and the other class members to work during meal periods and
21 failed to compensate Plaintiff HOLLINGSWORTH and the other class members the full meal
22 period premium for work performed during meal periods.

23 78. During the relevant time period, Defendants failed to pay Plaintiff
24 HOLLINGSWORTH and the other class members the full meal period premium due pursuant
25 to California Labor Code section 226.7.

26 79. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

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80. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff HOLLINGSWORTH and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MEUNDIES, INC. and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff HOLLINGSWORTH's and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

85. During the relevant time period, Defendants required Plaintiff HOLLINGSWORTH and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

86. During the relevant time period, Defendants willfully required Plaintiff HOLLINGSWORTH and the other class members to work during rest periods and failed to pay Plaintiff HOLLINGSWORTH and the other class members the full rest period premium for

work performed during rest periods.

87. During the relevant time period, Defendants failed to pay Plaintiff HOLLINGSWORTH and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

88. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

89. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff HOLLINGSWORTH and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against MEUNDIES, INC. and DOES 1 through 100)

90. Plaintiff HOLLINGSWORTH incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

92. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff HOLLINGSWORTH and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

93. Defendants' failure to pay Plaintiff HOLLINGSWORTH and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff HOLLINGSWORTH and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 94. Pursuant to California Labor Code section 1197.1, Plaintiff
2 HOLLINGSWORTH and the other class members are entitled to recover a penalty of \$100.00
3 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each
4 subsequent failure to pay each employee minimum wages.

5 95. Pursuant to California Labor Code section 1194.2, Plaintiff
6 HOLLINGSWORTH and the other class members are entitled to recover liquidated damages in
7 an amount equal to the wages unlawfully unpaid and interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 201 and 202)**

10 **(Against MEUNDIES, INC. and DOES 1 through 100)**

11 96. Plaintiff HOLLINGSWORTH incorporates by reference the allegations
12 contained in paragraphs 1 through 81, and each and every part thereof with the same force and
13 effect as though fully set forth herein.

14 97. At all relevant times herein set forth, California Labor Code sections 201 and
15 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
16 time of discharge are due and payable immediately, and if an employee quits his or her
17 employment, his or her wages shall become due and payable not later than seventy-two (72)
18 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
19 intention to quit, in which case the employee is entitled to his or her wages at the time of
20 quitting.

21 98. During the relevant time period, Defendants intentionally and willfully failed to
22 pay Plaintiff HOLLINGSWORTH and the other class members who are no longer employed
23 by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
24 Defendants' employ.

25 99. Defendants' failure to pay Plaintiff HOLLINGSWORTH and the other class
26 members who are no longer employed by Defendants' their wages, earned and unpaid, within
27 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
28 Code sections 201 and 202.

100. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

101. Plaintiff HOLLINGSWORTH and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against MEUNDIES, INC. and DOES 1 through 100)

102. Plaintiff HOLLINGSWORTH incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff HOLLINGSWORTH and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

1 107. Plaintiff HOLLINGSWORTH and the other class members are entitled to
2 recover all remedies available for violations of California Labor Code section 204.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226(a))**

5 **(Against MEUNDIES, INC. and DOES 1 through 100)**

6 108. Plaintiff HOLLINGSWORTH incorporates by reference the allegations
7 contained in paragraphs 1 through 107, and each and every part thereof with the same force
8 and effect as though fully set forth herein.

9 109. At all material times set forth herein, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate itemized
11 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
12 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
13 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
15 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
16 his or her social security number, (8) the name and address of the legal entity that is the
17 employer, and (9) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee. The deductions
19 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
20 showing the month, day, and year, and a copy of the statement or a record of the deductions
21 shall be kept on file by the employer for at least three years at the place of employment or at a
22 central location within the State of California.

23 110. Defendants have intentionally and willfully failed to provide Plaintiff
24 HOLLINGSWORTH and the other class members with complete and accurate wage
25 statements. The deficiencies include, but are not limited to: the failure to include the total
26 number of hours worked by Plaintiff HOLLINGSWORTH and the other class members.

27 111. As a result of Defendants' violation of California Labor Code section 226(a),
28 Plaintiff HOLLINGSWORTH and the other class members have suffered injury and damage to

1 their statutorily-protected rights.

2 112. More specifically, Plaintiff HOLLINGSWORTH and the other class members
3 have been injured by Defendants' intentional and willful violation of California Labor Code
4 section 226(a) because they were denied both their legal right to receive, and their protected
5 interest in receiving, accurate and itemized wage statements pursuant to California Labor Code
6 section 226(a).

7 113. Plaintiff HOLLINGSWORTH and the other class members are entitled to
8 recover from Defendants the greater of their actual damages caused by Defendants' failure to
9 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
10 thousand dollars per employee.

11 114. Plaintiff HOLLINGSWORTH and the other class members are also entitled to
12 injunctive relief to ensure compliance with this section, pursuant to California Labor Code
13 section 226(h).

14 **EIGHTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 1174(d))**

16 **(Against MEUNDIES, INC. and DOES 1 through 100)**

17 115. Plaintiff HOLLINGSWORTH incorporates by reference the allegations
18 contained in paragraphs 1 through 114, and each and every part thereof with the same force
19 and effect as though fully set forth herein.

20 116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
21 central location in the state or at the plants or establishments at which employees are
22 employed, payroll records showing the hours worked daily by and the wages paid to, and the
23 number of piece-rate units earned by and any applicable piece rate paid to, employees
24 employed at the respective plants or establishments. These records shall be kept in accordance
25 with rules established for this purpose by the commission, but in any case shall be kept on file
26 for not less than two years.

27 117. Defendants have intentionally and willfully failed to keep accurate and complete
28 payroll records showing the hours worked daily and the wages paid, to Plaintiff

HOLLINGSWORTH and the other class members.

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff HOLLINGSWORTH and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiff HOLLINGSWORTH and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against MEUNDIES, INC. and DOES 1 through 100)

120. Plaintiff HOLLINGSWORTH incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

122. Plaintiff HOLLINGSWORTH and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

123. Defendants have intentionally and willfully failed to reimburse Plaintiff HOLLINGSWORTH and the other class members for all necessary business-related expenses and costs.

124. Plaintiff HOLLINGSWORTH and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State

of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against MEUNDIES, INC. and DOES 1 through 100)

125. Plaintiff HOLLINGSWORTH incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff HOLLINGSWORTH, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff HOLLINGSWORTH seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

127. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

128. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff HOLLINGSWORTH and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff HOLLINGSWORTH and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff HOLLINGSWORTH and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

129. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

130. Plaintiff HOLLINGSWORTH and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

131. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff HOLLINGSWORTH and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against MEUNDIES, INC. and DOES 1 through 100)

132. Plaintiffs CHATMAN and ECHEVERRIA incorporates by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

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

135. Plaintiffs CHATMAN and ECHEVERRIA and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the

1 alleged violations was committed against them.

2 **Failure to Pay Overtime**

3 136. Defendants' failure to pay legally required overtime wages to Plaintiffs
4 CHATMAN and ECHEVERRIA and the other aggrieved employees is in violation of the
5 Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code
6 sections 510 and 1198.

7 **Failure to Provide Meal Periods**

8 137. Defendants' failure to provide legally required meal periods to Plaintiffs
9 CHATMAN and ECHEVERRIA and the other aggrieved employees is in violation of the
10 Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code
11 sections 226.7 and 512(a).

12 **Failure to Provide Rest Periods**

13 138. Defendants' failure to provide legally required rest periods to Plaintiffs
14 CHATMAN and ECHEVERRIA and the other aggrieved employees is in violation of the
15 Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code
16 section 226.7.

17 **Failure to Pay Minimum Wages**

18 139. Defendants' failure to pay legally required minimum wages to Plaintiffs
19 CHATMAN and ECHEVERRIA and the other aggrieved employees is in violation of the
20 Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code
21 sections 1194, 1197 and 1197.1.

22 **Failure to Timely Pay Wages Upon Termination**

23 140. Defendants' failure to timely pay wages to Plaintiffs CHATMAN and
24 ECHEVERRIA and the other aggrieved employees upon termination in accordance with Labor
25 Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California
26 Labor Code sections 201 and 202.

27 **Failure to Timely Pay Wages During Employment**

28 141. Defendants' failure to timely pay wages to Plaintiffs CHATMAN and

ECHEVERRIA and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

142. Defendants' failure to provide complete and accurate wage statements to Plaintiffs CHATMAN and ECHEVERRIA and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

143. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs CHATMAN and ECHEVERRIA and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

144. Defendants' failure to reimburse Plaintiffs CHATMAN and ECHEVERRIA and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

145. Pursuant to California Labor Code section 2699, Plaintiffs CHATMAN and ECHEVERRIA, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et

1 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
2 pay period for the initial violation, and one hundred dollars (\$100) for
3 each aggrieved employee per pay period for each subsequent violation;

4 c. Penalties under California Labor Code section 210 in addition to, and
5 entirely independent and apart from, any other penalty provided in the
6 California Labor Code in the amount of a hundred dollars (\$100) for each
7 aggrieved employee per pay period for the initial violation, and two
8 hundred dollars (\$200) for each aggrieved employee per pay period for
9 each subsequent violation; and

10 d. Any and all additional penalties and sums as provided by the California
11 Labor Code and/or other statutes.

12 146. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
13 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
14 and Workforce Development Agency for the enforcement of labor laws and education of
15 employers and employees about their rights and responsibilities and twenty-five percent (25%)
16 to the aggrieved employees.

17 147. Further, Plaintiffs CHATMAN and ECHEVERRIA are entitled to seek and
18 recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210,
19 218.5 and 2699 and any other applicable statute.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff HOLLINGSWORTH, individually, and on behalf of other members of the
22 general public similarly situated, and Plaintiffs CHATMAN and ECHEVERRIA, individually,
23 and on behalf of other aggrieved employees pursuant to the California Private Attorneys
24 General Act, request a trial by jury.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff HOLLINGSWORTH, individually, and on behalf of other
27 members of the general public similarly situated, and Plaintiffs CHATMAN and
28 ECHEVERRIA, individually, and on behalf of other aggrieved employees pursuant to the

California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the first ten causes of action;

2. That Plaintiff HOLLINGSWORTH be appointed as the representative of the Class;

3. That counsel for Plaintiffs be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff HOLLINGSWORTH and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff HOLLINGSWORTH and the other class members;

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11. That the Court make an award to Plaintiff HOLLINGSWORTH and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff HOLLINGSWORTH and the other class members;

18. That the Court make an award to Plaintiff HOLLINGSWORTH and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff HOLLINGSWORTH and the other class members;

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24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff HOLLINGSWORTH and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff HOLLINGSWORTH and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff HOLLINGSWORTH and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff HOLLINGSWORTH and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff HOLLINGSWORTH and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
8 other class members all overtime compensation due to them, failing to provide all meal and
9 rest periods to Plaintiff HOLLINGSWORTH and the other class members, failing to pay at
10 least minimum wages to Plaintiff HOLLINGSWORTH and the other class members, failing to
11 pay Plaintiff HOLLINGSWORTH's and the other class members' wages timely as required by
12 California Labor Code section 201, 202 and 204 and by violating California Labor Code
13 sections 226(a), 1174(d), 2800 and 2802.

14 54. For restitution of unpaid wages to Plaintiff HOLLINGSWORTH and all the
15 other class members and all pre-judgment interest from the day such amounts were due and
16 payable;

17 55. For the appointment of a receiver to receive, manage and distribute any and all
18 funds disgorged from Defendants and determined to have been wrongfully acquired by
19 Defendants as a result of violation of California Business and Professions Code sections
20 17200, et seq.;

21 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure section 1021.5;

23 57. For injunctive relief to ensure compliance with this section, pursuant to
24 California Business and Professions Code sections 17200, et seq.; and

25 58. For such other and further relief as the Court may deem just and proper.

26 **As to the Eleventh Cause of Action**

27 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
28 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,

202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
2800 and 2802; and

60. For such other and further relief as the Court may deem equitable and
appropriate.

Dated: March 30, 2021

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Attorneys for Plaintiffs