

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (Cal. Bar No. 287811)
2 *david@tomorrowlaw.com*
Jeffrey D. Klein (SBN 297296)
3 *jeff@tomorrowlaw.com*
Diego Aviles (Cal. Bar No. 315533)
4 *diego@tomorrowlaw.com*
Sara Ehsani-Nia (Cal. Bar No. 326501)
5 *sara@tomorrowlaw.com*
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
6 Tel: (310) 438-5555; Fax: (310) 300-1705

7 Attorneys for Plaintiff, JOSE BACA FLORES and
on behalf of himself and all others similarly situated

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 23 2021

Sherri R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **21STCV07008**

11 JOSE BACA FLORES an individual and on
behalf of all others similarly situated,

12
13 Plaintiffs,

14 v.

15 UNITED MAINTENANCE COMPANY,
INC. an Illinois corporation; and DOES 1
16 through 100, inclusive,

17 Defendants.
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CASE NO.:

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL
PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION;
9. CIVIL PENALTIES UNDER LABOR
CODE SECTION 210;
10. CIVIL PENALTIES UNDER LABOR
CODE SECTION 226.3;
11. CIVIL PENALTIES UNDER LABOR
CODE SECTION 558;
12. CIVIL PENALTIES UNDER LABOR
CODE SECTION 1174.5;
13. CIVIL PENALTIES UNDER LABOR
CODE SECTION 1197.1; and
14. CIVIL PENALTIES UNDER LABOR
CODE SECTION 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

27 COMES NOW plaintiff JOSE BACA FLORES("Plaintiff"), on behalf of Plaintiff and all
28 others similarly situated, and alleges as follows:

1 **GENERAL ALLEGATIONS**

2 **INTRODUCTION**

3 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
4 UNITED MAINTENANCE COMPANY, INC., and any of its respective subsidiaries or affiliated
5 companies within the State of California ("United" and, with DOES 1 through 100, as further
6 defined below, "Defendants") on behalf of Plaintiffs and all other current and former non-exempt
7 California employees employed by or formerly employed by Defendants ("Class Members").

8 **PARTIES**

9 **A. Plaintiff**

10 2. Plaintiff JOSE BACA FLORES is a resident of the State of California. At all relevant
11 times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
12 Plaintiff JOSE BACA FLORES as a non-exempt employee, with duties that included, but were not
13 limited to, cleaning and custodial duties. Plaintiff is informed and believes, and based thereon
14 alleges that Plaintiff JOSE BACA FLORES worked for Defendants from approximately October of
15 2007 through approximately March of 2020.

16 **B. Defendants**

17 3. Plaintiff is informed and believes and based thereon alleges that defendant United is,
18 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
19 laws of the State of Illinois and doing business in the County of Los Angeles, State of California.

20 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
3 include United and any of their parent, subsidiary, or affiliated companies within the State of
4 California, as well as DOES 1 through 100 identified herein.

5 JOINT LIABILITY ALLEGATIONS

6 5. Plaintiff is informed and believes and based thereon alleges that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 6. All of the acts and conduct described herein of each and every corporate defendant
12 was duly authorized, ordered, and directed by the respective and collective defendant corporate
13 employers, and the officers and management-level employees of said corporate employers. In
14 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
15 their said employees, agents, and representatives, and each of them: and upon completion of the
16 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
17 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
18 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
19 aforementioned corporate employees, agents and representatives.

20 7. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants, and each of them, are joint employers.

22 JURISDICTION

23 8. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
24 of Civil Procedure section 410.10.

25 9. Venue is proper in Los Angeles County, California pursuant to Code of Civil
26 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
27 causes of action complained of herein arose; the county in which the employment relationship
28 began; the county in which performance of the employment contract, or part of it, between Plaintiffs,

1 or some of them, and Defendants was due to be performed; the county in which the employment
2 contract, or part of it, between Plaintiffs, or some of them, and Defendants was actually performed;
3 and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged
4 herein have a direct effect on Plaintiffs and Class Members in Los Angeles County, and because
5 Defendants employ numerous Class Members in Los Angeles County.

6 10. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
7 Defendants during the applicable statutory period and suffered one or more of the Labor Code
8 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
9 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
10 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
11 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
12 employees of Defendants during the Civil Penalty Period.

13 11. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
15 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
16 PAGA allegations described herein is not required.

17 12. During the period beginning one (1) year preceding the provision of notice to the
18 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
19 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
20 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
21 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

22 13. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
23 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
24 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
25 specified in Labor Code section 2699.3.

26 14. On or around December 16, 2020, Plaintiff provided written notice pursuant to Labor
27 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
28 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,

1 as well as by certified mail, with return receipt requested to Defendants, and each of them.

2 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
3 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
4 calendar days of the December 16, 2020 postmarked date of the herein-described notice sent by
5 Plaintiff to the LWDA and Defendants.

6 **FACTUAL BACKGROUND**

7 16. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
9 some of them, in violation of California state wage and hour laws as a result of, without limitation,
10 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
11 seven consecutive work days in a work week without being properly compensated for hours worked
12 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
13 worked on the seventh consecutive work day in a work week by, among other things, failing to
14 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the
15 detriment of Plaintiff and Class Members.

16 17. For at least four (4) years prior to the filing of this Action and continuing to the
17 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
18 or some of them, in violation of California state wage and hour laws as a result of, among other
19 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
20 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

21 18. For at least four (4) years prior to the filing of this Action and continuing to the
22 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
23 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
24 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
25 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
26 for such unprovided meal periods as required by California wage and hour laws.

27 19. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or

1 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
2 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
3 California wage and hour laws.

4 20. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
6 full amount of their wages owed to them upon termination and/or resignation as required by Labor
7 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
8 minimum wages, premium wages.

9 21. For at least one (1) year prior to the filing of this Action and continuing to the present,
10 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
11 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
12 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate; and other such information as required by Labor Code section
14 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
15 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

16 22. For at least three (3) years prior to the filing of this action and continuing to the
17 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
18 costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms;
19 anti-slip shoes; cleaning supplies; and masks necessary to perform work duties.

20 23. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
21 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
22 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking
23 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
24 waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other
25 such provisions of California law, and reasonable attorneys' fees and costs.

26 24. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
27 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
28 prohibiting Defendants from further violating the Labor Code and requiring the establishment of

1 appropriate and effective means to prevent further violations, as well as all monies owed but
2 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
3 restitution of amounts owed.

4 **CLASS ACTION ALLEGATIONS**

5 25. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
6 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
7 and former non-exempt employees of Defendants within the State of California at any time
8 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
9 of the class action is provided to the class (collectively referred to as "Class Members").

10 26. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
11 to amend or modify the class description with greater specificity, further divide the defined class
12 into subclasses, and to further specify or limit the issues for which certification is sought.

13 27. This action has been brought and may properly be maintained as a class action under
14 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
15 of interest in the litigation and the proposed Class is easily ascertainable.

16 **A. Numerosity**

17 28. The potential Class Members as defined are so numerous that joinder of all the
18 members of the Class is impracticable. While the precise number of Class Members has not been
19 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
20 Members employed by Defendants within the State of California.

21 29. Accounting for employee turnover during the relevant periods necessarily increases
22 this number. Plaintiff alleges Defendants' employment records would provide information as to the
23 number and location of all Class Members. Joinder of all members of the proposed Class is not
24 practicable.

25 **B. Commonality**

26 30. There are questions of law and fact common to Class Members. These common
27 questions include, but are not limited to:

28 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours

- 1 worked at a proper overtime rate of pay?
- 2 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
- 3 for all other time worked at the employee's regular rate of pay and a rate of pay that
- 4 is greater than the applicable minimum wage?
- 5 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
- 6 Class Members to take compliant meal periods?
- 7 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 8 with additional wages for missed or interrupted meal periods?
- 9 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
- 10 Class Members to take compliant rest periods?
- 11 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 12 with additional wages for missed rest periods?
- 13 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
- 14 Members upon termination or resignation all wages earned?
- 15 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
- 16 section 203?
- 17 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
- 18 Class Members with accurate wage statements?
- 19 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
- 20 losses incurred in direct consequence of the discharge of their duties or by obedience
- 21 to the directions of Defendants as required under Labor Code section 2802?
- 22 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
- 23 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 24 L. Are Class Members entitled to restitution of wages under Business and Professions
- 25 Code section 17203?
- 26 M. Are Class Members entitled to costs and attorneys' fees?
- 27 N. Are Class Members entitled to interest?
- 28 C. **Typicality**

31. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

34. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

35. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

36. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

37. At all times relevant to this Complaint, Labor Code section 510 was in effect and

1 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
2 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
3 at the rate of no less than one and one-half times the regular rate of pay for an employee."

4 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
5 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
6 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
7 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
8 pay."

9 39. Four (4) years prior to the filing of the Complaint in this Action through the present,
10 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
11 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
12 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
13 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
14 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

15 40. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
16 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
17 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
18 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
19 applicable IWC Wage Orders, and California law.

20 41. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
21 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
22 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
23 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

24 **SECOND CAUSE OF ACTION**

25 **(Failure to Pay Minimum Wages – Against All Defendants)**

26 42. Plaintiff realleges and incorporates by reference all of the allegations contained in
27 the preceding paragraphs as though fully set forth hereat.

28 43. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

2 44. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
3 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
4 Defendants' control.

5 45. For four (4) years prior to the filing of the Complaint in this Action through the
6 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
7 their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class
8 Members.

9 46. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
11 for all hours worked or otherwise due.

12 47. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
13 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
14 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
15 damages, reasonable attorneys' fees and costs of suit.

16 **THIRD CAUSE OF ACTION**

17 **(Failure to Provide Meal Periods – Against All Defendants)**

18 48. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 49. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

22 50. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
23 employ an employee for a work period of more than five (5) hours without a timely meal break of
24 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
25 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
26 per day without providing the employee with a second timely meal period of not less than thirty (30)
27 minutes in which the employee is relieved of all of his or her duties.

28 51. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee

1 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
2 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
3 of compensation for each workday that the meal period is not provided.

4 52. For four (4) years prior to the filing of the Complaint in this Action through the
5 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
6 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
7 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
8 Class Member's regular rate of compensation on the occasions that Class Members were not
9 provided compliant meal periods.

10 53. By their failure to provide Plaintiff and Class Members compliant meal periods as
11 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
12 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
13 violated the provisions of Labor Code section 512 and applicable Wage Orders.

14 54. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
15 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
16 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

17 55. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
18 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
19 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
20 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

21 **FOURTH CAUSE OF ACTION**

22 **(Failure to Provide Rest Periods – Against All Defendants)**

23 56. Plaintiff realleges and incorporates by reference all of the allegations contained in
24 the preceding paragraphs as though fully set forth hereat.

25 57. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by applicable Wage Orders.

27 58. California law and applicable Wage Orders require that employers "authorize and
28 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour

1 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
4 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
5 thirty (30) minutes of paid rest period.

6 59. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
7 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
8 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
9 regular rate of compensation for each work day that the rest period is not provided.

10 60. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
12 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
13 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
14 Member's regular rate of compensation on the occasions that Class Members were not authorized
15 or permitted to take compliant rest periods.

16 61. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
17 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
18 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
19 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

20 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
22 owed for rest periods that they were not authorized or permitted to take.

23 63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
24 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
25 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
26 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

27 **FIFTH CAUSE OF ACTION**

28 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

1 64. Plaintiff realleges and incorporates by reference all of the allegations contained in
2 the preceding paragraphs as though fully set forth hereat.

3 65. At all relevant times, Plaintiff and Class Members were employees or former
4 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
5 Wage Orders.

6 66. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
7 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
8 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
9 discharge immediately upon termination. Class Members who resigned were entitled to payment
10 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
11 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
12 unpaid at the time of resignation.

13 67. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
14 years before the filing of the Complaint in this Action through the present, Defendants, due to the
15 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
16 Members all wages earned prior to resignation or termination in accordance with Labor Code
17 sections 201 or 202.

18 68. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
19 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
20 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
21 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
22 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
23 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
24 or resignation..

25 69. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
26 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
27 resignation, until paid, up to a maximum of thirty (30) days.

28 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
2 prior to termination or resignation.

3 71. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
4 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
5 waiting time penalties, interest, and their costs of suit, as well.

6 **SIXTH CAUSE OF ACTION**

7 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

8 72. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 73. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

12 74. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
13 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
14 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
15 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
17 employer, among other things.

18 75. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
19 before the filing of the Complaint in this Action through the present, Defendants failed to comply
20 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
21 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
22 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate; and the name and address of the legal entity that is the employer.

25 76. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
27 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
28 provided wage statements that Defendants knew were not accurate.

77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

78. Pursuant to Labor Code section 226, subdivision (e). Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

79. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

80. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

81. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

82. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

83. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or

1 providing unreturned deposits for mandatory work uniforms; purchasing and/or providing
2 unreturned deposits for mandatory work uniforms; anti-slip shoes; cleaning supplies; and masks
3 necessary to perform work duties. During that time period, Plaintiffs are informed and believe, and
4 based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to
5 reimburse Plaintiff sand Class Members for those losses and/or expenditures.

6 84. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
7 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
8 herein-described losses and/or expenditures.

9 85. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
11 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
12 costs of suit.

13 **EIGHTH CAUSE OF ACTION**

14 **(Unfair Competition – Against All Defendants)**

15 86. Plaintiff realleges and incorporates by reference all of the allegations contained in
16 the preceding paragraphs as though fully set forth hereat.

17 87. Plaintiff is informed and believes, and based thereon alleges that the unlawful
18 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
19 and Professions Code section 17200. Due to their unlawful business practices in violation of the
20 Labor Code, Defendants have gained a competitive advantage over other comparable companies
21 doing business in the State of California that comply with their obligations to compensate employees
22 in accordance with the Labor Code.

23 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
24 Members have suffered injury in fact and lost money or property.

25 89. Pursuant to Business and Professions Code section 17203. Plaintiff and Class
26 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
27 Code and requiring the establishment of appropriate and effective means to prevent further
28 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,

1 including interest thereon, in which they had a property interest and which Defendants nevertheless
2 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
3 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
4 by their failure to comply with the Labor Code.

5 90. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
6 Procedure section 1032 and interest under Civil Code section 3287.

7 NINTH CAUSE OF ACTION

8 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

9 91. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
10 and incorporates each by reference as though fully set forth hereat.

11 92. At all relevant times herein, Labor Code section 204, requires and required that:
12 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
13 between the 16th and 26th day of the month during which the labor was performed, and labor
14 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
15 between the 1st and 10th day of the following month.”

16 93. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
17 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
18 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
19 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
20 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
21 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
22 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

23 94. At all relevant times herein, Defendants have had a consistent policy or practice of
24 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
25 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
27 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
28 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee

1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204.

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5 **TENTH CAUSE OF ACTION**

6 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

7 95. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
8 and incorporates each by reference as though fully set forth hereat.

9 96. Defendants had and have a policy or practice of failing to comply with Labor Code
10 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
11 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
12 wages earned; the name and address of each employer with whom they have been placed to work;
13 all applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
15 entity securing the employer's services if the employer is a farm labor contractor; and other such
16 information as required by Labor Code section 226, subdivision (a).

17 97. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
20 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

22 98. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
23 this section are in addition to any other penalty provided by law."

24 99. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to furnish non-exempt employees, including, without
26 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
27 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
28 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal

1 name of the employer and/or the name and address of the legal entity securing the employer's services
2 if the employer is a farm labor contractor; and other such information as required by Labor Code
3 section 226, subdivision (a).

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5 100. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 ELEVENTH CAUSE OF ACTION

11 **(Violation of Labor Code § 558 – Against All Defendants)**

12 101. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
13 and incorporates each by reference as though fully set forth hereat.

14 102. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
15 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
16 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
17 penalty as follows:

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
19 pay period for which the employee was underpaid in addition to an amount sufficient
20 to recover underpaid wages;

21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition to
23 an amount sufficient to recover underpaid wages;

24 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

25 103. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
28 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during

1 their employment and after their employment separation; receive accurate, itemized wage
2 statements; be provided with the opportunity to inspect employment records; be provided with
3 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
4 paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate
5 of pay.

6 104. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
8 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
9 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
10 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

11 **TWELFTH CAUSE OF ACTION**

12 **(Violation of Labor Code § 1174.5 – Against All Defendants)**

13 105. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
14 and incorporates each by reference as though fully set forth hereat.

15 106. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
16 every person employing labor in California to “[a]llow any member of the commission or the
17 employees of the Division of Labor Standards Enforcement free access to the place of business or
18 employment of the person to secure any information or make any investigation that they are
19 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
20 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
21 or papers of the person.”

22 107. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
23 every person employing labor in California to “[k]eep a record showing the names and addresses of
24 all employees employed and the ages of all minors.”

25 108. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
26 every person employing labor in California to “[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable

1 piece rate paid to, employees employed at the respective plants or establishments. These records
2 shall be kept in accordance with rules established for this purpose by the commission, but in any
3 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
4 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
5 earned.”

6 109. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
7 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
8 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
9 member of the commission or employees of the division to inspect records pursuant to subdivision
10 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

11 110. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
12 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
13 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
14 inspection of records as required by Labor Code subdivision (b).

15 111. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
18 hundred dollars (\$500) per violation per Aggrieved Employee.

19 **THIRTEENTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

21 112. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
22 and incorporates each by reference as though fully set forth hereat.

23 113. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
24 person acting either individually or as an officer, agent, or employee of another person, who pays
25 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
26 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
27 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
28 Section 203 as follows:

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- 5 (1) For any initial violation that is intentionally committed, one hundred dollars
6 (\$100) for each underpaid employee for each pay period for which the
7 employee is underpaid. This amount shall be in addition to an amount
8 sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 10 (2) For each subsequent violation for the same specific offense, two hundred fifty
11 dollars (\$250) for each underpaid employee for each pay period for which the
12 employee is underpaid regardless of whether the initial violation is
13 intentionally committed. This amount shall be in addition to an amount
14 sufficient to recover underpaid wages, liquidated damages pursuant to Section
15 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 16 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
17 Section 203, recovered pursuant to this section shall be paid to the affected
18 employee."

19 114. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
20 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
21 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' wages for all hours
22 worked or otherwise under Defendants' control due to, without limitation, routinely failing to
23 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
24 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
25 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

26 115. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

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5 **FOURTEENTH CAUSE OF ACTION**

6 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

7 116. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
8 and incorporates each by reference as though fully set forth hereat.

9 117. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
10 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
11 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
12 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
13 action brought by an aggrieved employee on behalf of himself or herself and other current or former
14 employees pursuant to the procedures specified in Labor Code section 2699.3.

15 118. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
16 Code except those for which a civil penalty is specifically provided, the established civil penalty for
17 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
18 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
19 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
20 employee per pay period for each subsequent violation.

21 119. Plaintiff is informed and believes and based thereon alleges that Defendants, and
22 each of them, violated the Labor Code sections described herein, including, without limitation, for
23 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
24 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
25 employment and after employment separation; provide employees the opportunity to inspect
26 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
27 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
28 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by

1 separation at the proper rate of pay; and placing restraints on competition. whistleblowing and
2 freedom of speech, entitling Plaintiff and other Aggrieved Employees to civil penalties for each of
3 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

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5 120. Moreover, Plaintiff and other Aggrieved Employees within the State of California
6 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
7 connection with their herein-described claims for civil penalties.

8 **DEMAND FOR JURY TRIAL**

9 121. Plaintiff demands a trial by jury on all causes of action contained herein.

10 **PRAYER**

11 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
12 against Defendants as follows:

- 13 A. An order certifying this case as a Class Action;
- 14 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
15 counsel as class counsel;
- 16 C. Damages for all wages earned and owed, including minimum and overtime wages
17 under Labor Code sections 510, 1194, 1197 and 1199;
- 18 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 19 E. Damages for unpaid premium wages from missed meal and rest periods under,
20 among other Labor Code sections, 512 and 226.7;
- 21 F. Penalties for inaccurate wage statements under Labor Code sections 226,
22 subdivision (e) and 558.1;
- 23 G. Waiting time penalties under Labor Code section 203;
- 24 H. Damages under Labor Code sections 2802;
- 25 I. Preliminary and permanent injunctions prohibiting Defendants from further
26 violating the California Labor Code and requiring the establishment of appropriate
27 and effective means to prevent future violations;
- 28 J. Restitution of wages and benefits due which were acquired by means of any unfair

business practice, according to proof;

K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

L. Prejudgment and post-judgment interest at the maximum rate allowed by law;

M. For attorneys' fees in prosecuting this action;

N. For costs of suit incurred herein; and

O. For such other and further relief as the Court deems just and proper.

Dated: February 22, 2021

BIBIYAN LAW GROUP, P.C.

BY:

DAVID D. BIBIYAN
JEFFREY KLEIN

Attorneys for Plaintiff JOSE BACA FLORES on behalf
of himself and all others similarly situated