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Superior Court of California,
County of San Diego
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

SELENA MORAGA;

Plaintiff,

v.

JEROME'S FURNITURE
WAREHOUSE, a California corporation;
and DOES 1 through 50;

Defendants.

) CASE NO.: 37-2021-00008458-CU-OE-CTL

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) **COMPLAINT FOR DAMAGES FOR:**

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1. Failure to Pay Minimum Wages (Labor Code §§ 1182.12, 1194, and 1197.1)
2. Failure to Pay Overtime Time and Double Time Wages (Labor Code § 510);
3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512);
4. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226)
5. Failure to Pay All Wages Due Upon Ending Employment (Labor Code §§ 201, 202, and 203);
6. Private Attorneys General Act (Labor Code § 2699, et seq.)
7. Unfair Business Practices (Bus & Prof. Code § 17200, et seq.)

DEMAND FOR JURY TRIAL

IMAGED

DAMAGES EXCEED \$25,000

1 Plaintiff, Selena Moraga, by and through her attorney, for her causes of action against
2 Defendant, Jerome's Furniture Warehouse, and Does 1 through 50, alleges as follows:

3 **PARTIES**

4 1. Plaintiff, Selena Moraga, (hereinafter "Plaintiff" or "Ms. Moraga") is an individual, who at
5 all relevant times, resided in the County of San Diego, State of California.

6 2. Defendant, Jerome's Furniture Warehouse, (hereinafter "Defendant" or "Jerome's
7 Furniture") is a California corporation with its headquarters in San Diego, California, that at all
8 relevant times employed Plaintiff in the County of San Diego, State of California.

9 3. Except as otherwise alleged, Plaintiff is unaware of the true names or capacities, whether
10 individual, corporate, associate, or otherwise, of the named Defendants designated herein as DOES
11 1-50, inclusive. Plaintiff is informed and believes, and based thereon alleges, that each of the
12 Defendants designated herein as DOES 1-50, inclusive, are in some way liable to Plaintiff, and are
13 responsible in some manner for the transactions, events, and occurrences herein alleged and the
14 damage herein was approximately caused thereby. Plaintiff will hereafter seek leave of the Court to
15 amend this Complaint in order to allege said Defendants' true names and capacities when the same
16 are known to Plaintiff.

17 4. Plaintiff is informed and believes, and based thereon, alleges that at all times herein
18 mentioned Defendants and each of them, were the successors in interest agents, trustees, partners,
19 servants, joint ventures, contractors, alter egos and employees of the other Defendants; and the acts
20 and omissions herein alleged were done by them acting through such capacity and with the scope
21 of their authority and with the permission and consent of their Co-Defendants, or that each of them
22 is jointly and severally liable to Plaintiff.

23 5. All defendants are hereinafter referred to collectively as "Defendants."

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 6. Pursuant to Labor Code section 2699.3(a), Plaintiff filed a notice with the Labor and
26 Workforce Development Agency ("LWDA") through its online filing system, identifying the
27 statutes that were violated as well as the facts and theories supporting those violations, and delivered
28 the same by certified mail to Defendant.

1 7. As of the date of this complaint, the procedural requirements of California Labor Code §
2 2699.3(a) had been met for Plaintiff to be appointed the private attorney general for purposes of
3 prosecuting Defendant under the Labor Code Private Attorneys General Act of 2004 pursuant to
4 California Labor Code § 2699.3(a)(2)(C).

5 **GENERAL ALLEGATIONS**

6 8. Defendants are a discount furniture provider offering products through a chain of furniture
7 stores throughout Southern California and an online store for national sales.

8 9. In or around January of 2018, Defendants hired Ms. Moraga as a non-exempt full-time
9 Call Center Representative at their Rancho Bernardo Call Center.

10 10. Defendants' Call Center Representatives served as a direct point of contact for Jerome's
11 Furniture customers and were responsible for ensuring customers received the highest level of
12 service and/or assistance with their questions and concerns. These representatives interacted with
13 the customers to impart information in response to inquiries about Jerome's products, services, or
14 deliveries and resolved complaints.

15 11. A Call Center Representative's workday was fast-paced and required managing a handful
16 of different responsibilities and tasks. Defendants' Call Center Representatives had to be flexible
17 with their workflow and capable of overcoming unexpected barriers.

18 12. Moreover, these representatives were required to be tenacious problem-solvers committed
19 to enhancing each customer's experience.

20 13. With this in mind, no two customers are alike; every customer has unique needs and
21 inquiries specific to their circumstances. Not to mention, dealing with the public is not an easy
22 task, especially when it comes to dissatisfied customers.

23 14. Defendants' Call Center Representatives could not simply hang up while serving a
24 customer to end their shift on time, or to take a meal or rest period.

25 15. Accordingly, Defendants' Call Center Representatives routinely worked more than eight
26 hours in one workday or more than forty hours in one workweek to ensure Defendants' customers
27 experienced the best level of service. It was also not uncommon for employees to be unable to
28 take their meal and rest periods within the time required by law.

1 16. In other words, due to the character and nature of the position in conjunction with
2 Defendants' high customer service expectations, unauthorized overtime work or the occasional
3 late meal or rest period was inherent to Defendants' Call Center Representatives employment.
4 Nevertheless, Defendants did not have a policy of paying meal and rest period premium pay when
5 an employee was unable to take such breaks as required by law.

6 17. As mentioned above, non-exempt Call Center Representatives were responsible for
7 manually punching in and out of work. Each day they scanned their fingerprints to clock into
8 work, then scanned out for a thirty-minute meal period; upon completion of their meal period, they
9 scanned back into work and finally scanned out upon the end of their workday.

10 18. On or around December 21, 2019, Ms. Moraga experienced a slow workday, so she
11 manually clocked out at 4:25 p.m. and left at 4:30 p.m. Shortly thereafter, Plaintiff logged onto
12 her employee ADP profile and noticed that her timesheet reflected that she clocked out at 4:00
13 p.m.

14 19. On or around December 31, 2019, Ms. Moraga went to Defendant's Human Resource
15 department in person to report the timesheet discrepancy and request a printout of her time
16 records, but the department was gone for the day.

17 20. Ms. Moraga returned the following Monday, on or around January 6, 2020, and reported
18 her timesheet discrepancy. The department informed Ms. Moraga that it would investigate the
19 matter that week and then get back to her.

20 21. On January 10, 2020, Irma Uriarte, the Vice President of Human Resources, emailed
21 Plaintiff informing her that the department found three discrepancies on Plaintiff's timesheet for
22 the following dates: December 21, 26, and 28 of 2019. Ms. Uriarte also expressed that no other
23 discrepancies were found.

24 22. On January 14, 2020, Plaintiff met with Marjorie Carlos, the Senior Director of Consumer
25 Experience, to discuss her timesheet discrepancy. During this meeting, Plaintiff articulated that
26 she felt no need to further discuss the timesheet doctoring with her direct supervisors, but she
27 wanted to be paid what she was owed.

28 23. On January 15, 2020, Marjorie Carlos sent Plaintiff a follow-up email regarding the

1 meeting the day before. Carlos expressed that both of Plaintiff's direct supervisors wanted to
2 impart that they were in the wrong, genuinely sorry for their misconduct, and would not let it
3 happen again. More importantly, Carlos informed Plaintiff that Defendants' investigation was still
4 ongoing, and she would keep Plaintiff updated on any changes.

5 24. Coincidentally, during this week, both Plaintiff's direct supervisors, Carlos (Last Name
6 Unknown) ("LNU") and Katlyn (LNU), were suspended for unspecified reasons.

7 25. From this point on, work became increasingly awkward. When Carlos and Kaitlyn
8 returned, their attitudes changed towards Plaintiff. Carlos and Kaitlyn avoided communicating
9 with Plaintiff at all costs, and when they did interact with her, they were short and dismissive.

10 26. As weeks went by Plaintiff began to fear that Defendants would terminate her employment
11 if she followed up on her unpaid wages. Plaintiff needed her job to support her family, so she
12 decided not to pursue it further.

13 27. In or around the final week of March of 2020, Defendants temporarily laid off all Call
14 Center Representatives in response to the COVID-19 pandemic. Defendants transmitted to the
15 Call Center Representatives that this decision was only temporary, until the end of April 2020.

16 28. By this time, it had been roughly ten weeks since Defendants admitted to manipulating
17 Plaintiff's timesheets and its promised to rectify the situation.

18 29. On or around April 13, 2020, Defendants sent their Call Center Representatives a letter
19 informing them that the lay-off would be permanent. Defendants offered Plaintiff one week's pay
20 as severance, but nothing regarding her unpaid time.

21 30. On April 15, 2020, Plaintiff sent Defendants' Senior Vice President, Adrienne Navarra, an
22 email inquiring whether she would be compensated for the time taken from her back in December
23 because it had never been resolved.

24 31. In response, Ms. Navarra expressed that Defendants needed to resolve this issue first and
25 directed Plaintiff to hold off on signing the severance agreement.

26 32. Plaintiff politely replied that she was told she would receive a printout of the changes and
27 the difference in pay but never heard anything else. However, now that they were parting ways,
28 she wanted to make sure everything was taken care of.

1 33. Ms. Navarra agreed, asserted that payroll was working on it now, and she would let
2 Plaintiff know when it was complete.

3 34. On April 17, 2020, Defendants sent Plaintiff a revised severance agreement along with an
4 accounting report showing ten dates when Plaintiff's time had been manually changed by her
5 managers. According to Defendants, this report showed that the time manipulations were merely
6 innocuous corrections when had Plaintiff forgotten to clock back in from her meal period.
7 Suspiciously, this report did not even include the dates Plaintiff had initially complained about.

8 35. Confused by this, Plaintiff emailed Ms. Navarra the report and asked for an explanation.
9 Yet again, Ms. Navarra replied she would get back to Plaintiff.

10 36. Having waited over three months, Plaintiff was justifiably displeased for again getting the
11 runaround. So, Plaintiff responded, expressing her dissatisfaction and Defendants'
12 unprofessionalism.

13 37. Ms. Navarra replied, "The COVID-19 pandemic put many things on hold including this
14 one." Moreover, Navarra attempted to rationalize the inconsistencies within the audit reports
15 provided to Plaintiff. Having heard enough, Plaintiff did not reply.

16 38. Exactly one week later, on April 24, 2020, Ms. Navarra sent Plaintiff another email. In
17 this email, Navarra actually admitted there was a discrepancy. She further explained, "For some
18 reason, it doesn't show on the report as a change in time which is why it was missed . . . The point
19 is it was missed and shouldn't have been." Navarra said she was having payroll go back and audit
20 the report by hand, so she would not have an answer for Plaintiff until next week.

21 39. However, upon closer inspection, the report Defendants produced actually showed that
22 Plaintiff's managers had adjusted her meal period punches to make it appear that she had taken a
23 legally complaint meal period on days when, in fact, she had not.

24 40. Plaintiff is informed and believes, and based thereon, alleges Defendants have willfully
25 engaged in a pattern and practice in California of illegally doctoring its non-exempt Call Center
26 Representatives' time records to avoid paying overtime and meal period premiums.

27 41. As a result, Plaintiff and other non-exempt Call Center Representatives were deprived of
28 wages due on an ongoing basis.

1 42. Moreover, because Defendants willfully engaged in a pattern and practice of illegally
2 doctoring Plaintiff's and its non-exempt Call Center Representatives' time records, it failed to pay
3 them for all hours they worked at regular, overtime, or double time rates.

4 43. Because Defendants willfully engaged in a pattern and practice of illegally doctoring
5 Plaintiff's and its non-exempt Call Center Representatives' time records, it failed to provide
6 accurate semi-monthly itemized wage statements of the total numbers of hours worked, and all
7 applicable hourly rates in effect during the pay period. In so doing, Defendants have not only
8 failed to pay its workers the full amount of compensation due, it has, until now, effectively
9 shielded itself from its employees' scrutiny for its unlawful conduct by concealing the magnitude
10 (the full number of hours worked) and the financial impact of its wrongdoing.

11 44. Because Defendants willfully engaged in a pattern and practice of illegally doctoring
12 Plaintiff's and its non-exempt Call Center Representatives' time records, it failed to pay them all
13 wages they were due at the time their employment ended.

14 **FIRST CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1182.12, 1194, and 1197.1**
16 **Against all Defendants)**

17 45. Plaintiff incorporates by reference and realleges each and every one of the allegations
18 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

19 46. Under California Labor Code sections 1182.12, 1194, and 1197, it is unlawful for an
20 employer to suffer or permit a California employee to work without paying wages at the proper
21 minimum wage for all time worked.

22 47. At all relevant times herein, Plaintiff's employment was subject to the provisions of the
23 Labor Code sections, 1194, and 1197.1.

24 48. Labor Code section 1182.12 requires that all employees be paid no less than the established
25 minimum wage for each hour worked.

26 49. Plaintiff did not receive any wages for the hours that were manually removed from her
27 timesheets.
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50. Defendants knowingly and willingly failed and refused to pay Plaintiff the California minimum wage and did not pay Plaintiff for all of the hours Plaintiff worked.

51. Defendants' failure to pay Plaintiff the required wages violates the provisions of Labor Code sections 1182.12, 1194 and 1197.1 and is therefore unlawful.

52. Defendants owe Plaintiff all wages not properly paid, statutory prejudgment interest, as well as attorneys' fees and costs incurred to recover the unpaid wages, pursuant to Labor Code section 1194, plus liquidated damages for non-payment of minimum wages pursuant to Labor Code section 1194.2.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime and Double Time Wages in Violation of Labor Code § 510 Against all Defendants)

53. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

54. Labor Code section 510 provides that all employees are entitled to payment at the rate of time and one half for hours worked in excess of eight hours in one day, forty hours in one week, and/or the first eight hours of work on a seventh consecutive day, plus double time for hours worked in excess of twelve hours per day and any hours over eight hours worked on the seventh consecutive day of work in any workweek.

55. Labor Code section 1194 makes it unlawful for employers not to make the required overtime and double time payments identified in the preceding paragraph and that employees not paid such payments can recover any monies owed by civil action.

56. At all relevant times, Defendants were aware of and were under a duty to comply with California Labor Code's wage and overtime provisions. By refusing to compensate Plaintiff for wages earned, Jerome's Furniture violated the California Labor Code and the applicable Wage Orders.

57. Defendant manually removed time from Plaintiff's timesheet to avoid paying her overtime.

58. As a direct and proximate result of the Defendants' unlawful conduct, as set forth herein, Plaintiff has suffered damages in the form of lost overtime wages, subject to proof at trial, plus

1 interest thereon, attorneys' fees, and costs.

2 **THIRD CAUSE OF ACTION**

3 **(Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof in Violation of**
4 **Labor Code §§ 226.7 and 512 Against all Defendants)**

5 59. Plaintiff incorporates by reference and realleges each and every one of the allegations
6 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

7 60. At all relevant times herein, Plaintiff's employment with Defendants was subject to the
8 provisions of Labor Code sections 226.7 and 512, which require employers to provide employees a
9 ten-minute unpaid rest period for every four hours worked, a thirty-minute unpaid meal period if
10 they work over five hours, and a second meal period if they work over ten hours.

11 61. During her employment with Defendants, there were instances when Plaintiff was not
12 provided the rest periods required by law.

13 62. During her employment with Defendants, there were instances when Plaintiff did not receive
14 her meal period within the time required by law, or received a meal period that was less than 30
15 minutes.

16 63. For each time that Plaintiff was not provided the required meal or rest period, Plaintiff is
17 entitled to recover one additional hour of pay at her regular rate of compensation.

18 64. Defendants did not have a policy of making premium payments when their employees did
19 not receive legally complaint paying meal and rest periods.

20 65. Defendants manually edited Plaintiff's meal punch records to avoid triggering an obligation
21 to pay meal period premiums.

22 66. Plaintiff is entitled to payment in an amount to be proven at trial for each meal and rest
23 period that Defendants did not provide to Plaintiff.

24 67. Plaintiff is also entitled to payment of her attorneys' fees and costs of suit incurred in
25 recovering the additional pay pursuant to Labor Code section 218.5 and interest on the amount due
26 pursuant to Labor Code section 218.6.

FOURTH CAUSE OF ACTION

**(Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code 226
Against all Defendants)**

68. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

69. Labor Code section 226 requires that, at each time for payment of wages, an employer must furnish each employee with a semi-monthly wage statement reflecting, among other things, the total amount of hours worked by the employee and the hourly rate of compensation during that period.

70. Accordingly, because Defendants willfully engaged in a pattern and practice of illegally doctoring Plaintiff's and its non-exempt Call Center Representatives' time records, it failed to provide timely, legally compliant wage statement showing all hours worked and the applicable rates of pay.

71. As a direct and proximate result of the Defendants' unlawful conduct, Plaintiff is entitled to recover the greater of all actual damages incurred by Plaintiff or statutory penalties of \$50 for the initial pay period violation and \$100 for each subsequent pay period violation up to a total aggregate penalty of \$4,000.

72. Plaintiff incurred costs and attorneys' fees in bringing this action and seeks to recover such costs under Labor Code section 226(e).

FIFTH CAUSE OF ACTION

**(Failure to Pay All Wages Due Upon Ending Employment Pursuant to Labor Code §§ 201,
202 and 203 Against all Defendants)**

73. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

74. Under California Labor Code section 203, if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the employee shall be entitled to recover as a penalty their daily rate of pay starting from the date the wages were due, up to thirty days thereafter.

1 75. The term “wages” includes all amounts of labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis, or other calculation methods.

4 76. At the time Defendants terminated Plaintiff’s employment, Ms. Moraga was owed
5 minimum, regular, and overtime wages she earned during her employment.

6 77. As a direct and proximate result of the Defendants’ unlawful conduct, Plaintiff is entitled to
7 penalties pursuant to Labor Code section 203, in the amount of her daily wage multiplied by thirty
8 days.

9 78. Plaintiff incurred costs and attorneys’ fees in bringing this action and seeks to recover such
10 costs under Labor Code section 218.5.

11 **SIXTH CAUSE OF ACTION**

12 **(Private Attorneys General Act (Labor Code § 2699, et seq.) Against all Defendants)**

13 79. Plaintiff incorporates by reference and realleges each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 80. Pursuant to Labor Code section 2699, et seq., any provision of the Labor Code that provides
16 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
17 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
18 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
19 and other current or former employees pursuant to the procedures specified in Labor Code section
20 2699.3.

21 81. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and
22 had one or more of the alleged violations committed against her, and therefore is properly suited to
23 represent the interests of other current and former aggrieved Call Center Representatives
24 (hereinafter “Represented Employees”).

25 82. Because of the acts alleged above, Plaintiff seeks damages and penalties under Labor Code
26 section 2699, et seq., because of the Defendants violation of numerous provisions of the California
27 Labor Code as alleged in this Complaint. Labor Code section 2699, et seq. imposes upon
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Defendants, and each of them, damages and penalties for violating Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, and 1197.1.

83. Plaintiff seeks damages and penalties on behalf of herself and other Call Center Representatives (hereinafter "Represented Employees") for Defendants' conduct as alleged herein as permitted by law.

84. Specifically, Plaintiff seeks damages and penalties under Labor Code section 2699 for the following violations, as alleged in this Complaint:

- a. For the violations of Labor Code sections 510, 1182.12, and 1194 for failing to pay Plaintiff and Represented Employees all minimum, regular, and overtime wages earned;
- b. For the violations of Labor Code sections 226.7 and 512 for failing to provide meal and rest periods to Plaintiff and Represented Employees;
- c. For the violations of Labor Code sections 226.7 for failing to pay Plaintiff and Represented Employees for meal and rest period premium pay for workdays when they did not receive legally compliant meal and rest periods;
- d. For violations of Labor Code sections 201, 202, 203, 204, 210, and 1197.1 for failing to timely pay wages and benefits to Plaintiff and Represented Employees;
- e. For the violation of Labor Code section 226 for failing to provide accurate wage statements to Plaintiff and Represented Employees;

85. Pursuant to Labor Code section 2699, et seq., Plaintiff seeks to recover attorneys' fees, costs, damages, civil penalties, and wages on behalf of herself and other current and former Represented Employees as alleged herein in an amount to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

(Unfair Business Practices (Bus & Prof Code § § 17200, et seq.) Against all Defendants)

86. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

1 87. At all relevant times, Plaintiff's employment with Defendants was subject to the Labor Code
2 and applicable Wage Orders promulgated by the California Industrial Welfare Commission. At all
3 relevant times, Defendants, as the employer of Plaintiff, were subject to the California Unfair Trade
4 Practices Act, Business & Professions Code section 17200 et seq., which required Defendants to
5 abide by the Labor Code and applicable Wage Orders promulgated by the California Industrial
6 Welfare Commission.

7 88. Defendants engaged in unfair trade practices prohibited by Business & Professions Code
8 section 17200 et seq. against Plaintiff, by:

- 9 a. For the violations of Labor Code sections 510, 1182.12, and 1194 for failing to
10 pay all minimum, regular, and overtime wages earned;
- 11 b. For the violations of Labor Code sections 226.7 and 512 for failing to provide
12 meal and rest periods;
- 13 c. For the violations of Labor Code section 226.7 for failing to pay meal and rest
14 period premium pay for workdays when employees did not receive legally
15 compliant meal and rest periods;
- 16 d. For the violations of Labor Code section 226 for failing to provide adequate
17 wage statements; and
- 18 e. For the violation of Labor Code sections 201, 202, and 203 for failing to pay
19 all wages due upon ending employment.

20 89. Defendants violated Business & Professions Code section 17200, et seq., by committing acts
21 prohibited by applicable Labor Code provisions and the IWC Wage Orders, thus giving Defendants
22 a competitive advantage over other employers and businesses with whom Defendants were in
23 competition and who were in compliance with the law.

24 90. As a direct and proximate result of Defendants' violations, Plaintiff's rights under the law
25 were violated because Plaintiff suffered monetary losses. Plaintiff seeks restitution in the form of
26 unpaid overtime, with interest thereon, together with disgorgement of profits obtained by
27 Defendants resulting from their violation of California law with respect to Plaintiff and, injunctive
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1 relief to prohibit Defendants from violating the California laws and regulations listed in this cause
2 of action.

3 **REQUEST FOR JURY TRIAL**

4 91. Plaintiff requests a trial by jury of all issues triable as a matter of right by a jury.

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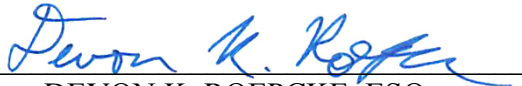
PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendants, and each of them, as follows:

1. For all unpaid minimum wages;
2. For liquidated damages for non-payment of minimum wages;
3. For all unpaid overtime and double time wages;
4. For premium wages for failure to provide meal and rest periods;
5. For penalties for failure to provide accurate wages statements;
6. For waiting time penalties for failure to pay all wages on ending employment;
7. For civil penalties under Labor Code section 2699, et seq. for each violation of the Labor Code with respect to Plaintiff and Represented Employees, pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, and 1197.1;
8. For restitution of sums to Plaintiff for Defendants' past failure to pay minimum, regular, overtime and double time wages, failure to pay meal and rest period premiums;
9. For injunctive relief to prohibit Defendants from violating California employments laws described in this Complaint pursuant to Business & Professions Code section 17200 et seq.;
10. For pre-judgment interest;
11. For post-judgment interest;
12. For attorneys' fees;
13. For costs of suit; and
14. For such other and further relief as the Court may deem appropriate.

DATED: February 11, 2021

LAW OFFICES OF DEVON K. ROEPCKE, PC

By: 
DEVON K. ROEPCKE, ESQ.
Attorneys for Plaintiff
Selena Moraga