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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BRANDIE CRISPIN, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

EL POLLO LOCO, INC., a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay All Wages Owed;**
- 2) **Failure to Pay Overtime;**
- 3) **Failure to Provide Lawful Meal Periods;**
- 4) **Failure To Authorize And Permit Rest Periods;**
- 5) **Failure To Timely Pay Wages Due And Payable During Employment;**
- 6) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) **Failure to Furnish Accurate Itemized Wage Statements;**
- 8) **Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

1 Plaintiff BRANDIE CRISPIN (“Plaintiff”), an individual, asserts claims against defendant
2 EL POLLO LOCO, INC., a Delaware Corporation, and DOES 1-50, inclusive (collectively “EL
3 POLLO LOCO” or “Defendants”) as follows:

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
6 on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-
7 exempt general managers, however titled, in Defendants’ restaurants in the State of California
8 within four (4) years prior to the filing of the Complaint in this action¹ until the resolution of this
9 lawsuit (collectively referred to as the “Class” or “Class Members” or “Non-Exempt Employees”).

10 2. Defendants consistently maintained and enforced against its Non-Exempt
11 Employees unlawful practices and policies in violation of California state wage and hour laws,
12 including failing to lawfully and accurately pay Plaintiff and the Class Members for all hours
13 worked, including minimum wages and overtime; failing to lawfully provide meal periods and
14 authorize and permit rest periods; failing to provide lawful resting facilities; failing to pay sick pay
15 at the proper rate; failing to pay one (1) hour of pay at the employee’s regular rate of pay when
16 legally mandated meal or rest periods were not lawfully provided; failing to accurately pay
17 overtime; failing to provide accurate itemized wage statements; and failing to keep accurate
18 records.

19 3. Defendants implemented uniform policies and practices that deprived Plaintiff and
20 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
21 premium wages; and lawful meal and/or rest breaks.

22 4. Such actions and policies, as described above and further herein, were and continue
23 to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members,
24 brings this action pursuant to the California Labor Code, including sections 201, 202, 203, 204,
25 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195,
26 1197, 1198, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
27 section 11000, *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties,

28 ¹ As tolled by Judicial Council Emergency Rule 9.

1 liquidated damages, and reasonable attorneys' fees and costs.

2 5. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and
3 Professions Code sections 17200-17208, also seeks injunctive relief and restitution from
4 Defendants for their failure to pay to Plaintiff and the Class Members all of their wages, including
5 minimum wages, overtime and premium wages, their failure to timely pay wages, and failure to
6 provide lawful meal and rest breaks.

7 **JURISDICTION AND VENUE**

8 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
9 employees of Defendants pursuant to California Code of Civil Procedure section 382. The monetary
10 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
11 California Superior Court and will be established according to proof at trial.

12 7. This Court has jurisdiction over this action pursuant to the California Constitution
13 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
14 those given by statute to other courts. The statutes under which this action is brought do not give
15 jurisdiction to any other court.

16 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure section 410.10 and California Business & Professions Code section 17203.

18 9. This Court has jurisdiction over Defendants because, upon information and belief,
19 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
20 otherwise intentionally avails itself of the California market so as to render the exercise of
21 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
22 substantial justice. Defendants have done and are doing business throughout California.

23 10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
24 similarly situated Non-Exempt Employees within Riverside County and it is believed that
25 Defendants have employed hundreds of Class Members as Non-Exempt Employees throughout the
26 state.

27 11. The California Superior Court also has jurisdiction in this matter because the
28 individual claims of the Class Members described herein are presently believed to be under the

seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

13. El Pollo Loco, Inc., is a Delaware corporation in good standing that is authorized to do business throughout the state. El Pollo Loco, Inc.'s headquarters are located at 3535 Harbor Boulevard, #100, Costa Mesa, California 92626.

14. El Pollo Loco, Inc. operates numerous restaurants in California from numerous locations.

15. Plaintiff Brandie Crispin is and during the liability period has been, a resident of San Bernardino, California.

16. Plaintiff was employed by Defendants at various times during the liability period, including without limitation as a general manager in Eastvale, California.

17. Plaintiff and the members of the putative class were employed by Defendants as non-exempt general managers, however titled, working in Defendants' restaurants in California during the liability period.

18. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

19. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

20. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

21. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

22. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

1 24. Plaintiff was employed as an hourly non-exempt employee, including as a general
2 manager, from November 29, 2007 through August 2020.

3 25. Plaintiff performed duties in management and operations at Defendants' restaurant
4 locations in Riverside County, including in Eastvale, California.

5 26. The members of the putative class worked as non-exempt general managers for
6 Defendants at their restaurant locations throughout the state of California during the relevant period.

7 27. Plaintiff typically worked five (5) days a week, averaging approximately 50 hours a
8 week.

9 28. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
10 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
11 requirements of California's wage and employment laws.

12 29. All Class Members, including Plaintiff, are similarly situated in that they were and
13 are all subject to Defendants' uniform policies and systemic practices as specified herein.

14 30. Plaintiff and the Class Members were not properly compensated for all hours
15 worked, in part because they were frequently required to work off the clock, including to respond
16 to work related communications and inquiries while off duty.

17 31. In addition, the Class Members frequently worked in excess of eight (8) hours a day
18 and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of
19 time and one-half (1.5) the employee's regular rate of pay per hour. Plaintiff and the Class Members
20 also often worked in excess of twelve (12) hours in one (1) day and/or over eight (8) hours on the
21 seventh (7th) day of the workweek, but were not properly paid for such time at a rate of two (2)
22 times the employee's regular rate of pay per hour.

23 32. Defendants failed to properly calculate Plaintiff's and the Class Members' regular
24 rate of pay because Defendants failed to include all forms of compensation in the regular rate
25 including differentials, bonuses, incentives, commissions, and other compensation.

26 33. Plaintiff and the Class Members were regularly required to work shifts in excess of
27 five (5) hours without being provided a lawful, timely meal period and over ten (10) hours in a day
28 without being provided a second lawful, timely meal period as required by law. Meal periods,

1 when provided, were frequently late, interrupted or short.

2 34. Indeed, during the relevant time, as a consequence of Defendants' staffing and
3 scheduling practices, lack of coverage, lack of resting facilities on premises, work demands, and
4 Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class
5 Members timely, legally compliant uninterrupted thirty (30) minute meal periods on shifts over
6 five (5) hours and second (2nd) meal periods on shifts over ten (10) hours as required by law.

7 35. Upon information and belief, Plaintiff and the Class Members were not permitted to
8 leave the premises during meal or rest periods.

9 36. Upon information and belief, Plaintiff and Class Members did not waive their rights
10 to meal periods under the law and they were not provided with valid lawful on-duty meal periods.

11 37. Despite the above-mentioned meal period violations, Defendants failed to
12 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one (1)
13 additional hour of pay at their regular rate as required by California law when meal periods were
14 not timely or lawfully provided in a compliant manner.

15 38. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
16 should know, knew, and/or should have known that Plaintiff and the other Class Members were
17 entitled to receive premium wages based on their regular rate of pay under Labor Code section
18 226.7 but were not receiving such compensation.

19 39. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
20 Employees were systematically not authorized and permitted to take one (1) net ten (10) minute
21 paid, rest period for every four (4) hours worked or major fraction thereof, which is a violation of
22 the Labor Code and IWC wage order.

23 40. Defendants maintained and enforced staffing and scheduling practices, failed to
24 provide coverage and resting facilities on premises, and imposed work demands that frequently
25 required Plaintiff and Class Members to forego their lawful, paid rest periods of a net ten (10)
26 minutes for every four (4) hours worked or major fraction thereof. Such requisite rest periods were
27 not timely authorized and permitted, and when permitted were frequently late or short.

28 41. Despite the above-mentioned rest period violations, Defendants did not compensate

1 Plaintiff, and on information and belief, did not pay Class Members one (1) additional hour of pay
2 at their regular rate as required by California law, including Labor Code section 226.7 and the
3 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
4 permitted.

5 42. Defendants also failed to provide accurate, lawful itemized wage statements to
6 Plaintiff and the Class Members in part because of the above specified violations. In addition, upon
7 information and belief, Defendants omitted an accurate itemization of total hours worked, all
8 applicable rates of pay, gross pay and net pay figures from Plaintiff and the Class Members' wage
9 statements. In addition, the total hours worked was erroneously indicated on numerous wage
10 statements, including without limitation those wage statements including non-hourly earnings or
11 sums including mileage reimbursements and premiums.

12 43. Defendants have also made it difficult to determine applicable rates of pay and
13 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
14 exempt Employees, including Plaintiff, during the liability period because they did not implement
15 and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-
16 provided rest and meal periods owed to employees as required for non-exempt employees by
17 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage
18 Orders.

19 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew that at the time of termination of employment (or within seventy-two
21 (72) hours thereof for resignations without prior notice as the case may be) they had a duty to
22 accurately compensate Plaintiff and the Class Members for all wages owed including minimum
23 wages, straight time wages, overtime, rest period premiums, and that Defendants had the financial
24 ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed
25 to do so in part because of the above-specified violations.

26 45. Plaintiff and the Class Members are covered by applicable California IWC Wage
27 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
28 section 11000, *et seq.*

1 **CLASS ACTION ALLEGATIONS**

2 46. Plaintiff brings this action on her own behalf, as well as on behalf of each and every
3 other person similarly situated, and thus, seeks class certification under California Code of Civil
4 Procedure section 382.

5 47. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 as authorized by California law.

7 48. The **proposed class** is comprised of and defined as: All persons currently or
8 formerly employed by Defendants as non-exempt general managers, however titled, in Defendants'
9 restaurants in the State of California within four (4) years prior to the filing of the Complaint in this
10 action² until the resolution of this lawsuit (hereinafter collectively referred to as the "Class" or
11 "Class Members").

12 49. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which
13 are composed of Class Members satisfying the following definitions:

14 a. All Class Members who were not accurately paid overtime for hours worked
15 over eight (8) in a day or over forty (40) in a workweek (**collectively "Overtime Subclass"**);

16 b. All Class Members who worked more than five (5) hours in a workday and
17 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
18 were not paid compensation of one (1) hour premium wages at the employee's regular rate in lieu
19 thereof (hereinafter collectively referred to as the **"First Meal Period Subclass"**);

20 c. All Class Members who worked more than ten (10) hours in a workday and
21 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
22 and were not paid compensation of one (1) hour premium wages at the employee's regular rate in
23 lieu thereof (hereinafter collectively referred to as the **"Second Meal Period Subclass"**);

24 d. All Class Members who worked more than three and a half (3.5) hours in a
25 workday and were not authorized and permitted to take a lawful net ten (10) minute rest period and
26 were not paid compensation of one (1) hour premium wages at the employee's regular rate in lieu
27 thereof (hereinafter collectively referred to as the **"First Rest Period Subclass"**);

28 ² As tolled by Judicial Council Emergency Rule 9.

1 e. All Class Members who worked more than six (6) hours in a workday and
2 were not authorized and permitted to take a second lawful net ten (10) minute rest period and were
3 not paid compensation of one (1) hour premium wages at the employee's regular rate in lieu thereof
4 (hereinafter collectively referred to as the "**Second Rest Period Subclass**");

5 f. All Class Members who worked more than ten (10) hours in a workday and
6 were not authorized and permitted to take a third lawful net ten (10) minute rest period and were
7 not paid compensation of one (1) hour premium wages at the employee's regular rate in lieu thereof
8 (hereinafter collectively referred to as the "**Third Rest Period Subclass**");

9 g. All Class Members who did not receive all owed wages at the time of
10 separation or within seventy-two (72) hours in the case of resignation (hereinafter collectively
11 referred to as the "**Waiting Time Subclass**");

12 h. All Class Members who were not provided with accurate and complete
13 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
14 **Subclass**");

15 i. All Class Members who were employed by Defendants and subject to
16 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
17 **Practices Subclass**").

18 50. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
19 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
20 or if it should be deemed necessary by the Court or to further divide the Class Members into
21 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
22 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses. As set forth
23 in further detail below, this action has been brought and may properly be maintained as a class
24 action under the provisions of section 382 of the Code of Civil Procedure because there is a well-
25 defined community of interest in the litigation, and the proposed Class and Subclasses are easily
26 ascertainable through Defendants' records.

27 a. Numerosity: The members of the Class and Subclasses are so numerous that
28 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The

1 membership of the entire Class and Subclasses is unknown to Plaintiff at this time; however, the
2 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
3 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
4 employment records would provide information as to the number and location of all Class
5 Members. Joinder of all members of the proposed Class is not practicable.

6 b. The proposed class is easily ascertainable. The number and identity of the
7 class members are determinable from Defendants' payroll records and time records for each class
8 member.

9 c. Commonality: There are common questions of law and fact as to the Class
10 and Subclasses that predominate over questions affecting only individual Class Members. These
11 common questions of law and fact include, without limitation:

12 1) Whether Defendants were required to pay Class Members for hours worked
13 off the clock to respond store inquiries while off duty;

14 2) Whether Defendants paid Class Members at least minimum wage for all
15 hours worked;

16 3) Whether Defendants knew or should have known that Class Members were
17 required to perform work off the clock;

18 4) Whether Defendants paid sick time pay using the proper regular rate;

19 5) Whether Defendants provided resting facilities as required by the Wage
20 Order and Labor Code 1198;

21 6) Whether Defendants accurately calculated and paid all Class Members
22 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
23 hours per day and/or forty (40) hours per week;

24 7) Whether Defendants had a policy and practice of providing lawful, timely
25 meal periods in accordance with Labor Code section 512, as well as the applicable Industrial
26 Welfare Commission ("IWC") wage order;

1 8) Whether Defendants had a policy and practice of complying with Labor
2 Code section 226.7 and IWC Wage Order 5-2001 on each instance that a lawful meal period was
3 not lawfully provided;

4 9) Whether Defendants authorized and permitted lawful, net ten (10) minute
5 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

6 10) Whether Defendants had a policy and practice of complying with Labor
7 Code section 226.7 and the IWC Wage Order 5-2001 on each instance that a lawful rest period was
8 not provided;

9 11) Whether Defendants timely paid wages earned during employment as
10 required by the IWC Wage Order 5-2001, Labor Code sections 204 and 210;

11 12) Whether Defendants failed to timely pay all wages upon separation in
12 accordance with Labor Code sections 201-202;

13 13) Whether Defendants omitted required information from itemized wage
14 statements or provided inaccurate information on wage statements;

15 14) Whether Defendants maintained accurate records of Class Members' earned
16 wages, applicable hourly rates, hours worked, work periods, meal periods and deductions;

17 15) Whether Defendants engaged in unfair competition in violation of section
18 17200, *et seq.* of the Business and Professions Code;

19 16) Whether Defendants' conduct was willful and/or reckless;

20 17) Whether Defendants provided accurate itemized wage statements in
21 violation of Labor Code section 226; and

22 18) The appropriate amount of damages, restitution, and/or monetary penalties
23 resulting from Defendants' violations of California law.

24 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
25 the interests of each member of the Class and Subclasses with whom she has a well-defined
26 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
27 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
28 which would be sought by each member of the Class and/or Subclasses in separate actions. All

1 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
2 provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely
3 pay wages at termination, failure to pay minimum wages, failure to properly pay overtime, failure
4 to properly pay sick leave, failure to timely pay wages during employment, and failure to accurately
5 pay all wages earned including all owed premium and overtime wages, all due to Defendants'
6 policies and practices that affected each member of the Class and/or Subclasses similarly. Further,
7 Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the
8 Class and/or Subclasses.

9 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
10 interests of each member of the Class and/or Subclasses with whom she has a well-defined
11 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
12 she has an obligation to make known to the Court any relationships, conflicts, or differences with
13 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
14 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
15 versed in the rules governing class action discovery, certification, litigation, and settlement and
16 experienced in handling such matters. Other former and current employees of Defendants may also
17 serve as representatives of the Class and Subclasses if needed.

18 f. Superiority: The nature of this action makes the use of class action
19 adjudication superior to other methods. A class action will achieve economies of time, effort,
20 judicial resources, and expense, which would not be achieved with separate lawsuits. The
21 prosecution of separate actions by individual members of the Class and/or Subclasses would create
22 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
23 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
24 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
25 disposition of their interests through actions to which they were not parties. Thus, a class action is
26 superior to other available means for the fair and efficient adjudication of this controversy because
27 individual joinder of all Class Members is not practicable, and questions of law and fact common
28 to the Class predominate over any questions affecting only individual Class Members. Each

1 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
2 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
3 periods, failure to provide accurate wage statements, failure to timely pay wages at termination,
4 failure to pay minimum wages, failure to properly pay overtime, failure to properly pay sick leave,
5 failure to timely pay wages during employment, and failure to accurately pay all wages earned
6 including all owed premium and overtime wages, all due to Defendants' policies and practices that
7 affected each member of the Class and/or Subclasses similarly. Class action treatment will allow
8 those similarly situated persons to litigate their claims in the manner that is most efficient and
9 economical for both parties and the judicial system. Plaintiff is unaware of any difficulties that are
10 likely to be encountered in the management of this action that would preclude its maintenance as a
11 class action.

12 g. Public Policy Considerations: Employers in the state of California violate
13 employment and labor laws every day. However, current employees are often afraid to assert their
14 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
15 because they believe their former employers may damage their future endeavors through negative
16 references and/or other means. The nature of this action allows for the protection of current and
17 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
18 California have a significant interest in ensuring employers comply with California's labor laws
19 and in ensuring those employers who do not are prevented from taking further advantage of their
20 employees.

21 **CLASS ACTION CLAIMS**

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(By Plaintiff and the Class Against Defendants)**

25 52. Plaintiff incorporates each and every allegation set forth in all of the foregoing
26 paragraphs as if fully set forth herein.

27 53. Labor Code section 204 establishes the fundamental right of all employees in the
28 State of California to be paid wages, including minimum wage, straight time and overtime, in a

1 timely fashion for their work.

2 54. Labor Code section 1194(a) provides that notwithstanding any agreement to work
3 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
4 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
5 of the full amount of this minimum wage or overtime compensation, including interest thereon,
6 reasonable attorney's fees, and costs of suit.

7 55. Labor Code section 1197 provides: The minimum wage for employees fixed by the
8 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
9 and the payment of a lower wage than the minimum so fixed is unlawful.

10 56. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
11 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
12 Wage Order(s).

13 57. The applicable wage orders and California Labor Code sections 1197 and 1182.12
14 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
15 state law.

16 58. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
17 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
18 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
19 equal to the unpaid wages and interest accrued thereon.

20 59. During all relevant periods, the California Labor Code and wage orders required that
21 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
22 hours worked.

23 60. The IWC Wage Orders define "hours worked" as "the time during which an
24 employee is subject to the control of an employer, and includes all the time the employee is suffered
25 or permitted to work, whether or not required to do so."

26 61. At all times relevant, Plaintiff and Class Members consistently worked hours for
27 which they were not paid because Defendants frequently required Plaintiff and the Class Members
28 to work off the clock by, among other things, requiring Class Members to work during purportedly

provided meal periods and while off duty to respond to inquiries outside of their working hours .

62. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

63. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order 5-2001.

64. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME OWED

(By Plaintiff and the Class Against All Defendants)

65. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

66. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

67. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order 5-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

68. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty

1 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
2 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
3 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
4 eight (8) hours on the seventh (7th) day of a workweek.

5 69. The IWC Wage Orders define “hours worked” as “the time during which an
6 employee is subject to the control of an employer, and includes all the time the employee is suffered
7 or permitted to work, whether or not required to do so.”

8 70. At all times relevant, Plaintiff and Class Members consistently worked hours for
9 which they were not paid because Plaintiff and the Class Members were required to work off the
10 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
11 hours in a workweek and should have been paid at the overtime rate.

12 71. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
13 Class Members were working off the clock and that they should have been paid for this time.

14 72. In addition, upon information and belief, Defendants failed to incorporate all forms
15 of compensation, including without limitation differentials, bonuses and incentives, into the regular
16 rate for overtime purposes.

17 73. As a result, Defendants failed to pay Plaintiff and the Class members earned
18 overtime wages and such employees suffered damages as a result.

19 74. Defendants knew or should have known Plaintiffs and the Class Members were
20 undercompensated as a result of these practices.

21 75. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
22 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
23 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
24 penalties, and liquidated damages.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

3 **(By Plaintiff and the Class Against All Defendants)**

4 76. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 77. Pursuant to Labor Code section 512, no employer shall employ an employee for a
7 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties, except that when a work period
9 of not more than six (6) hours will complete the day's work the meal period may be waived by
10 mutual consent of the employer and employee.

11 78. Similarly, pursuant to Labor Code section 512, no employer shall employ an
12 employee for a work period of more than ten (10) hours without providing a second meal break of
13 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A
14 second (2nd) meal break may only be waived by mutual consent, and if the employee did not waive
15 his or her first meal period, and the employee's work day will not exceed twelve hours.

16 79. During the relevant time, Defendants failed to provide Plaintiff and Class Members
17 timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five
18 (5) hours of a shift.

19 80. During the relevant time, Defendants also failed to provide Plaintiff and Class
20 Members timely and uninterrupted second (2nd) meal periods of not less than thirty (30) minutes
21 on shifts longer than ten (10) hours.

22 81. Indeed, during the relevant time, as a consequence of Defendants' staffing and
23 scheduling practices, labor budgets, lack of coverage, lack of suitable resting facilities, work
24 demands, and Defendants' policies and practices, Plaintiff and the Class Members were frequently
25 not provided with legally required timely meal periods.

26 82. In addition, upon information and belief, Plaintiff and the Class Members were
27 required to remain on premises during meal and rest periods.

28 83. On information and belief, Plaintiff and Class Members did not waive their rights to

meal periods under the law.

84. Plaintiff and the Class Members were not provided with valid lawful on-duty meal periods.

85. Plaintiff and the Class Members were frequently not paid one (1) hour of pay at their regular rate for each day that a first (1st) or second (2nd) meal period was not lawfully provided.

86. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

87. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

88. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiff and the Class Against All Defendants)

89. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

90. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized 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 worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

91. Labor Code section 226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

1 92. Defendants were required to authorize and permit employees such as Plaintiff and
2 Class Members to take lawful rest periods during shifts in excess of three and one-half (3.5) hours,
3 based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked,
4 or major fraction thereof, with no deduction from wages.

5 93. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
6 Member's employment with Defendants, Defendants failed and refused to authorize and permit
7 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
8 worked, or major fraction thereof.

9 94. Indeed, during the relevant time, as a consequence of Defendants' staffing and
10 scheduling practices, labor budgets, lack of coverage, lack of suitable resting facilities, work
11 demands, and Defendants' policies and practices, Plaintiff and the Class Members were frequently
12 not authorize and permitted to take legally required timely rest periods.

13 95. In addition, upon information and belief, Plaintiff and the Class Members were
14 required to remain on premises during rest periods.

15 96. Defendants did not pay Plaintiff one (1) additional hour of pay at her regular rate of
16 pay for each day that a rest period violation occurred. On information and belief, the other members
17 of the Class endured similar violations as a result of Defendants' rest period policies and practices
18 and Defendant did not pay said Class Members premium pay as required by law.

19 97. By their failure to authorize and permit Plaintiff and the Class Members to take a
20 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
21 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
22 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
23 work(ed) work a third (3rd) rest period for shifts in excess of ten (10) hours, and by their failure to
24 provide compensation for such unprovided rest periods as alleged herein, Defendants willfully
25 violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

26 98. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
27 represent have been deprived of premium wages in amounts to be determined at trial, and are
28 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,

1 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code section
2 3287.

3 **FIFTH CAUSE OF ACTION**
4 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
5 **EMPLOYMENT**

6 **(By Plaintiff and the Class Against All Defendants)**

7 99. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 100. Labor Code section 204 requires that all wages are due and payable twice in each
10 calendar month.

11 101. The wages required by Labor Code sections 226.7, 510, 1194 and other sections
12 became due and payable to each employee in each month that he or she was not provided with a
13 meal period or rest period or paid minimum wage, straight or overtime wages to which he or she
14 was entitled.

15 102. Defendants violated Labor Code section 204 by systematically refusing to pay
16 wages due under the Labor Code.

17 103. Labor Code section 210 (a) provides that “In addition to, and entirely independent
18 and apart from, any other penalty provided in this article, every person who fails to pay the wages
19 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
20 1197.5, shall be subject to a penalty as follow:

21 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
22 employee.

23 (2) For each subsequent violation, or any willful or intentional violation, two hundred
24 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
25 unlawfully withheld.”

26 104. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and are entitled to
28

1 recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to
2 Labor Code section 210, 218.5, 218.6, 510, 1194.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

5 **(By Plaintiff and the Class Against All Defendants)**

6 105. Plaintiff incorporates by reference and realleges each and every allegation contained
7 above, as though fully set forth herein.

8 106. Labor Code sections 201 and 202 require Defendants to pay their employees all
9 wages due within seventy-two (72) hours of separation of employment.

10 107. Section 203 of the Labor Code provides that if an employer willfully fails to timely
11 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
12 until the back wages are paid in full or an action is commenced. The penalty cannot exceed thirty
13 (30) days of wages.

14 108. Plaintiff and Class Members are entitled to compensation for all forms of wages
15 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
16 compensation, but to date have not received such compensation, therefore entitling them to Labor
17 Code section 203 penalties.

18 109. More than thirty (30) days have passed since affected Waiting Time Subclass
19 Members have left Defendants' employ, and on information and belief, they have not received
20 payment pursuant to Labor Code section 203.

21 110. Plaintiff and Waiting Time Subclass Members are thus entitled to thirty (30) days'
22 wages as a penalty under Labor Code section 203, together with interest thereon and attorneys' fees
23 and costs.

1 SEVENTH CAUSE OF ACTION

2 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
3 **EMPLOYEE WAGE STATEMENT PROVISIONS**

4 **By Plaintiff and Class Against Defendants**

5 111. Plaintiff repeats and incorporates herein by reference each and every allegation set
6 forth above, as though fully set forth herein.

7 112. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
8 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
9 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
10 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
11 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
12 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
13 the employee and only the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
16 and the corresponding number of hours worked at each hourly rate by the employee....”.

17 113. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
18 accurate information with respect to each employee including the following: (3) Time records
19 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
20 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
21 and applicable rates of pay....”

22 114. Labor Code section 1174 of the California also requires Defendants to maintain and
23 preserve, in a centralized location, among other items, records showing the names and addresses of
24 all employees employed and payroll records showing the hours worked daily by, and the wages
25 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
26 and intentionally failed to comply with Labor Code section 1174, including by implementing the
27 policies and procedures and committing the violations alleged in the preceding causes of action and
28 herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor

1 Code section 1175.

2 115. Defendants have failed to record many of the items delineated in applicable
3 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
4 including by virtue of the fact that each wage statement which failed to accurately compensate
5 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
6 periods, or which failed to include compensation for all minimum wages earned or overtime hours
7 worked, was an inaccurate wage statement.

8 116. On information and belief, Defendants failed to implement and preserve a lawful
9 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
10 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
11 section 226 and applicable California Wage Orders. In order to determine if they had been paid
12 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
13 have been, and are compelled to try to discover the required information missing from their wage
14 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
15 the wage statements Defendants provided to them.

16 117. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
17 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
18 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
19 required information. Specifically, Defendants have also omitted accurate itemizations of total
20 hours worked, applicable hourly rates, net pay, and gross pay from Plaintiff and the Class Members'
21 wage statements. In addition, the total hours worked were erroneously indicated on wage
22 statements including non-hourly earnings, such as sums including mileage reimbursements, piece
23 earnings, and premiums. In addition, Defendants have failed to provide accurate itemized wage
24 statements as a consequence of the above-specified violations.

25 118. Moreover, upon information and belief, as a pattern and practice, in violation of
26 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
27 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
28 Statement Class, including but not limited to, beginning and ending of each work period, meal

1 period and split shift interval, the total daily hours worked, and the total hours worked per pay
2 period and applicable rates of pay.

3 119. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
4 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
5 Class in that the members of the Wage Statement Class were not timely provided written accurate
6 itemized statements showing all requisite information, such that the members of the Wage
7 Statement Class were misled by Defendants as to the correct information regarding various items,
8 including but not limited to the total hours worked by the employee, gross pay, net wages earned
9 and all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate. The lack of information hindered Plaintiff and the Class from
11 determining the amount of wages owed to them and led them to believe they were not entitled to
12 be paid wages for all hours worked, for overtime, missed meal and rest breaks, or for each hour of
13 labor performed and the proper hourly rate, although they were so entitled.

14 120. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
15 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
16 maximum of four thousand dollars (\$4,000.00), along with an award of costs and reasonable
17 attorneys' fees.

18 **EIGHTH CAUSE OF ACTION**

19 **VIOLATION OF THE UNFAIR COMPETITION LAW**

20 **By Plaintiff and Class Against All Defendants**

21 121. Plaintiff incorporates by reference and realleges each and every allegation contained
22 above, as though fully set forth herein.

23 122. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
24 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
25 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
26 the meaning of the California Code of Civil Procedure section 1021.5.

27 123. Defendants' policies, activities, and actions as alleged herein are violations of
28 California law and constitute unlawful, unfair, and deceptive business acts and practices in violation

1 of California Business and Professions Code sections 17200, *et seq.*

2 124. A violation of California Business and Professions Code sections 17200, *et seq.*,
3 may be predicated on the violation of any state or federal law.

4 125. The state law violations, including violations of the relevant IWC Wage Order,
5 detailed herein above are the predicate violations for this cause of action. By way of example only,
6 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
7 timely lawful meal and rest periods or pay one (1) hour of premium pay when a meal or rest period
8 was not lawfully provided violates Labor Code sections 512, 1198 and 226.7, and the IWC Wage
9 Orders. Defendants further violated the law through their policies of failing to fully and accurately
10 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
11 overtime as well as failing to timely pay wages during employment, failing to keep proper records,
12 failing to pay all wages and compensation due at termination, and failing to provide accurate wage
13 statements as specified above.

14 126. Plaintiff and the Class Members have been personally aggrieved by Defendants'
15 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

16 127. As a result of the unlawful acts specified herein, Defendants have reaped and
17 continue to reap unfair benefits and unlawful profits at the expense of the Plaintiff and the Class
18 Members she seeks to represent. Defendants have been unjustly enriched through Defendants'
19 unlawful, unfair, and fraudulent business practices alleged herein.

20 128. Pursuant to California Business and Professions Code sections 17200, *et seq.*,
21 Plaintiff and the Class Members are entitled to an injunction and other equitable relief against such
22 unlawful practices and are entitled to restitution of the wages withheld and retained by Defendants
23 during a period that commences four (4) years prior to the filing of this complaint; an award of
24 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5; interest; and an award
25 of costs.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants, as follows:

3 **Class Certification**

- 4 1. That this action be certified as a class action;
- 5 2. That Plaintiff be appointed as the representatives of the Class;
- 6 3. That Plaintiff be appointed as the representative of the Subclasses; and
- 7 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

8 **On the First Cause of Action**

9 **(Failure to pay Minimum Wages)**

- 10 1. For the unpaid balance of the full amount of any minimum wages and regular wages
- 11 owed, as well as interest thereon,
- 12 2. Penalties according to statute,
- 13 3. Liquidated damages,
- 14 4. Reasonable attorneys' fees, and costs of suit;
- 15 5. For interest and
- 16 6. For such other and further relief as the Court deems proper.

17 **On the Second Cause of Action**

18 **(Failure to Pay Overtime Owed)**

- 19 1. For the unpaid balance of the full amount of overtime earned,
- 20 2. Penalties according to statute,
- 21 3. Liquidated damages,
- 22 4. Reasonable attorneys' fees, and costs of suit;
- 23 5. For interest; and
- 24 6. For such other and further relief as the Court deems proper.

25 **On the Third Cause of Action**

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted;
2. For interest; and
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code section 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Timely Pay Wages At Separation)

1. For unpaid wages;
2. For penalties pursuant to Labor Code section 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and

1 5. For such other and further relief as the Court deems proper.

2 **On the Seventh Cause of Action**

3 **(Failure to Provide Accurate Itemized Wage Statements)**

- 4 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
5 2. For reasonable attorneys' fees and costs; and
6 3. For such other and further relief as the Court deems proper;

7 **On the Eighth Cause of Action**

8 **(Violation of the Unfair Competition Law)**

9 1. For an order enjoining Defendants from continuing to engage in the aforementioned
10 unlawful business practice in violation of California Business & Professions Code section 17200;
11 and

12 2. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
13 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum wages,
14 overtime and regular wages, and for premium wages for meal and rest periods that were not
15 provided to Plaintiff and Class Members over the last four (4) years in an amount according to
16 proof;

17 3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
18 recover under California Code of Civil Procedure section 1021.5 and Labor Code section 1194;

19 4. For pre-judgment interest on any unpaid minimum wages, straight time wages,
20 overtime wages and premium wages due from the day that such amounts were due;

21 5. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
22 recover under the Labor Code; and

23 6. For such other and further relief as the Court deems proper.
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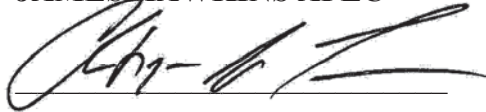
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of the Class and Subclasses, respectfully demands a jury trial in this
3 matter.

4
5 Respectfully submitted,

6 **JAMES HAWKINS APLC**

7 Dated: February 4, 2021

A handwritten signature in black ink, appearing to read 'J. Hawkins', is written over a horizontal line.

8
9 James R. Hawkins, Esq.
Christina M. Lucio, Esq.

10
11 Attorneys for Plaintiff BRANDIE CRISPIN, on behalf of
12 herself and all others similarly situated
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