

Armond M. Jackson, SBN 281547
Jackson APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Eva Jardon

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EVA JARDON, as an individual and on behalf
of others similarly situated,

Plaintiff,

vs.

FULLERTON BAEKJEONG, LLC., a
California Corporation; IRVINE
BAEKJEONG, LLC, a California corporation,
ROWLAND HEIGHTS BAEKJEONG, LLC, a
California corporation, SAN JOSE
BAEKJEONG, LLC, a California corporation,
TEMPLE CITY BAEKJEONG, LLC, a
California corporation, TORRANCE
BAEKJEONG, LLC, a California corporation,
and DOES 1-50, inclusive,

Defendant.

Case No.: 30-2021-01207008-CU-OE-CXC

Assigned for all purposes to: Judge Kirk Nakamura

CLASS ACTION CLAIMS CX-103

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY
MINIMUM WAGE (LAB. CODE
§ 1194)**
2. **CLAIM FOR FAILURE TO PAY
OVERTIME WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDER 5, SECTION 3);**
3. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 5, SECTION 11)**
4. **CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDERS 5, SECTION 12)**
5. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
6. **CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
7. **CLAIM FOR FAILURE TO PAY
FOR NECESSARY EXPENSES**

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- 8. **UNLAWFUL BUSINESS PRACTICES UNDER (BUS. AND PROF. CODE, § 17200, ET SEQ.)**
- 9. **VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (CAL LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Eva Jardon (“Plaintiff” or “Ms. Jardon”) makes the following allegations
2 against Defendants Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights
3 Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance
4 Baekjeong, LLC, (collectively referred to throughout herein as “Defendant” or “Defendants”):

5 **INTRODUCTION**

6 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
7 referred to herein as “Class Members”) employed by Defendants that worked and, DOES 1-50
8 in California from the date four years prior to the filing of this Complaint through the date of
9 trial in this action.

10 2. Defendants violated California law by preventing Class Members and Subclass
11 Members from paying the wages rate for minimum wages and overtime wages, taking their
12 entitled rest breaks, meal breaks, wages upon termination, and waiting time penalties upon
13 termination and for failing to reimburse for necessary business expenses.

14 3. In this action, Plaintiff, on behalf of herself and all Class Members and Subclass
15 Members, seek unpaid minimum wages and overtime wages, premium wages for missed meal
16 breaks, rest breaks, wages, and wages upon termination, reimbursement for necessary business
17 expenses. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees and
18 costs, prejudgment interest and other relief under California Industrial Welfare Commission
19 (I.W.C.) Wage Order 5-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 5-2001”),
20 California Labor Code (Labor Code”) sections 203, 226(a) 1-2, 5, 9, 226.3, 226.7, 510, 512,
21 515, 558, 1774, 1194, 1198, 2802, 2699.5, California Code of Civil Procedure section 1021.5,
22 California Business and Professions Code sections 17200 et seq. (“UCL”), and California
23 common law.

24 4. The “Class Period” is designated as the time from four years prior to the filing of this
25 Complaint through the trial of this action based upon the allegation that the violations of the
26 Labor Code and UCL, as described more fully below, have been ongoing since at least four
27 years prior to the date of the instant Complaint in this action and are continuing.

1 5. During the Class Period, Defendants had a consistent policy and/or practice of; (1)
2 failing to pay Class Members and Subclass Members the minimum wage and overtime wages
3 for all hours worked; (2) failing to provide Class Members and Subclass Members with
4 adequate off-duty meal periods at least one half hour every five hours worked; (3) failing to
5 provide Class Members and Subclass Members with adequate on-duty rest periods of ten
6 minutes every four hours worked or a majority fraction thereof; (4) willfully failing to pay
7 compensation owed (including meal and rest period compensation) in a prompt and timely
8 manner to Plaintiff and other Class Members and Subclass Members whose employment with
9 Defendants terminated; (5) willfully withholding wages owed to employees; (6) knowingly and
10 intentionally failing to furnish timely itemized statements accurately showing the total hours
11 worked by or hourly rate paid to Plaintiff, Class Members and Subclass Members; (7) failing to
12 reimburse employees for necessary business expenses including the use of personal phones.

13 6. During the Class Period, Defendants failed to reimburse Class Members and Subclass
14 Members for being required to use their cell phones for work purposes without being
15 compensated as required by Labor Code section 2802.

16 7. During the Class Period, Defendants failed to provide Class Members and Subclass
17 Members with the overtime rates for all hours worked as required by Labor Code sections 510
18 and 1194, Wage Order No. 5-2001.

19 8. During the Class Period, Defendants failed to provide Class Members and Subclass
20 Members with the minimum wage rates for all hours worked as required by Labor Code
21 sections 510 and 1194, Wage Order No. 5-2001.

22 9. During the Class Period, Defendants failed to provide Class Members and Subclass
23 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
24 day worked as required by Labor Code sections section 226.7, Wage Order No. 5-2001.

25 10. During the Class Period, Defendants have failed to provide Class Members and
26 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
27 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
28 Order No. 5-2001.

1 11. During the Class Period, Defendants have willfully withheld wages from current and
2 former Class Members and Subclass Members during their employment, in violation of Labor
3 Code sections 201-203.

4 12. Accordingly, Defendants violated UCL, with the violations of the California wage and
5 hour laws described above.

6 **GENERAL ALLEGATIONS**

7 **Parties and Venue.**

8 13. Plaintiff is, and at all relevant times was, a citizen and resident in the County of Orange
9 in the State of California.

10 14. Plaintiff is informed and believes and on that basis alleges that at all relevant times
11 Defendant Fullerton Baekjeong, LLC (hereinafter referred to as “FBL”) is a California
12 corporation doing business in the State of California with a principal place of business located at
13 22 Centerpointe Drive, Ste. 120, La Palma, California 90623.

14 15. Plaintiff is informed and believes and on that basis alleges that at all relevant times
15 Defendant Irvine Baekjeong, LLC (hereinafter referred to as “IBL”) is a California corporation
16 doing business in the State of California with a principal place of business located at 20410
17 Gramercy Place, Torrance, California 90501.

18 16. Plaintiff is informed and believes and on that basis alleges that at all relevant times
19 Defendant Rowland Heights Baekjeong, LLC (hereinafter referred to as “RHBL”) is a California
20 corporation doing business in the State of California with a principal place of business located at
21 22 Centerpointe Dr., Ste. 120, La Palma, California 90623.

22 17. Plaintiff is informed and believes and on that basis alleges that at all relevant times
23 Defendant San Jose Baekjeong, LLC (hereinafter referred to as “SJBL”) is a California
24 corporation doing business in the State of California with a principal place of business located at
25 6 Centerpointe Dr., Ste. 700, La Palma, California 90623.

26 18. Plaintiff is informed and believes and on that basis alleges that at all relevant times
27 Defendant Temple City Baekjeong, LLC (hereinafter referred to as “TCBL”) is a California
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1 corporation doing business in the State of California with a principal place of business located at
2 22 Centerpointe Drive, Ste. 120, La Palma, California 90623.

3 19. Plaintiff is informed and believes and on that basis alleges that at all relevant times
4 Defendant Torrance Baekjeong, LLC (hereinafter referred to as “TBL”) is a California
5 corporation doing business in the State of California with a principal place of business located at
6 22 Centerpointe Drive, Ste. 120, La Palma, California 90623.

7 20. In light of the facts that the wrongful acts of this defendants occurred and the causes
8 against them arose in Orange County, State of California, jurisdiction and venue is proper in
9 Orange County Superior Court.

10 **Doe Allegations.**

11 21. Plaintiff does not presently know the true names and capacities of defendants named as
12 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
13 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff is
14 informed and believes and on that basis alleges that each of the fictitious defendants have
15 participated in the acts alleged in this complaint to have been done by the named defendants.

16 **Vicarious Liability.**

17 22. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
18 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
19 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
20 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
21 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
22 wrongful activities of each of the remaining defendants.

23 **Common Enterprise/Single Enterprise/Joint Employer.**

24 23. Defendants run a common enterprise exercising control and other employer
25 responsibilities over Plaintiff, Class Members, Subclass Members, and California aggrieved
26 current and aggrieved former similarly situated employees are a single enterprise and/or joint
27 employer of Plaintiff, Class Members, Subclass Members, and California aggrieved current and
28 aggrieved former similarly situated employees.

1 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

2 24. Plaintiff worked for Defendants as a nonexempt employee associated with working at the
3 restaurant and servicing guest at Defendants restaurants.

4 25. During Plaintiff's employment at Defendants, Plaintiff would be subjected to a high
5 volume of work duties and assignments.

6 **Defendants Failed to Reimburse for Business Expenses**

7 26. Plaintiff, Class Members and Subclass Members were regularly required to use their
8 personal cell phones and purchase face masks to use for work purposes and not reimbursed for
9 this expense incurred in order to perform their job duties in violation of California Labor Code
10 section 2802 and the applicable California Industrial Welfare Commission wage order(s).

11 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

12 15. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
13 work shifts, Plaintiff would be required to do many work duty tasks revolving around servicing
14 restaurant guests. During these shifts it would be very busy where they would not be authorized
15 or permitted to take all of their legally compliant entitled uninterrupted 10-minute rest breaks
16 each four hours or majority fraction thereof or a 30 minute uninterrupted meal break every five
17 hours at a reasonably practicable time during their shifts when they worked more than a six, ten
18 and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or
19 pressuring its employees to take late, short, on-premises, on-call, interrupted, or no 10-minute
20 rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants would
21 not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted meal
22 breaks or rest periods throughout their employment nor were they paid all of premium wages for
23 the missed, short, late, on-call, on-premises or interrupted meal breaks and rest periods that
24 should have been paid.

25 16. Plaintiff is informed and on that basis believes that all other similarly situated employees
26 of Defendants were under the same circumstances and conditions of employment as them.
27 Specifically, all other similarly situated employees were not authorized or permitted to take all of
28 their legally compliant entitled uninterrupted 10-minute rest breaks each four hours or a 30-

1 minute uninterrupted meal break every five hours at a reasonably practicable time during their
2 shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern
3 or practice of requiring or pressuring its employees to take late, short, on-premises, on-call,
4 interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable
5 time. Defendants would not compensate the other employees for all of their missed, on-
6 premises, short, late or interrupted meal breaks or rest periods throughout their employment nor
7 were they paid all of her premium wages for the missed, short, on-premises, on-call, late or
8 interrupted meal breaks and rest periods that should have been paid. Defendants would not
9 compensate the other employees for all of their missed, short, on-premises, on-call, late or
10 interrupted meal breaks or rest periods throughout their employment nor were they paid all of
11 their premium wages for the missed, on-premises, short, late or interrupted meal breaks and rest
12 periods that should have been paid.

13 **Defendants Provided Inaccurate Wage Statements**

14 27. Furthermore, throughout Plaintiff's employment, her paystubs did not accurately reflect
15 her applicable total hours worked, net wages earned, gross wages earned and actual applicable
16 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1-2, 4-5
17 and 9. Due to the fact that Defendants excluded the hours' worth of work that should have been
18 reflected on the paystubs for the correct gross wages, net wages, applicable hourly rate with
19 corresponding number of hours worked. Therefore, the paystubs did not accurately reflect the net
20 wages earned, gross wages earned, accurately depict deductions that should have been taken out
21 and actual applicable wage rate corresponding with the total hours worked.

22 28. Plaintiff is informed and on that basis believes that all other similarly situated employees
23 of Defendants were under the same circumstances and conditions of employment as her.
24 Specifically all other similarly situated employees were not provided with accurate itemized
25 wages statements and received paystubs that did not reflect their applicable total hours worked,
26 gross wages earned, net wages earned, and actual applicable wage rates including the correct
27 minimum wage and overtime rates corresponding with the total hours worked by virtue of
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1 excluding hourly rate and hours worth of work on their paystubs including applicable wage rates
2 and hours for premium wage payments for meal break and rest break violations.

3 **Defendants Required Class Members to do Off-the-Clock Work**

4 29. Plaintiff, Class Members and Subclass Members were required to perform post-shift
5 work after clocking out of their shifts. Moreover, Plaintiff, Class Members and Subclass
6 Members regularly required to arrive up to 15 minutes or more before clocking in in to get their
7 temperature checks for medical inspections and not compensated for this time waiting in line and
8 undergoing this temperature check medical inspection. Additionally, Plaintiff, Class Members
9 and Subclass Members were required to call in before their shifts and not compensated for
10 having the duty to call in to confirm their work schedule. Lastly, Plaintiff, Class Members and
11 Subclass Members were required to remain on-premises during meal breaks to be available for
12 work issues or performing work while clocked-out for meal breaks. These work activities were
13 completed off-the-clock and Plaintiff, Class Members and Subclass Members were not
14 compensated for this time in violation of California Labor Code sections 510 and 1194 and the
15 applicable California Industrial Welfare Commission wage order(s). This compensation does not
16 get paid out at the time of termination.

17 **Defendants Failed to Pay Wages Upon Termination to Class Members**

18 30. During Plaintiff's employment, Defendants had a policy where it did not pay minimum
19 wages and overtime wages that should have been paid. These monies were supposed to be paid
20 out to Plaintiff and the other employees at the time the wages were earned or upon termination.

21 **CLASS ACTION ALLEGATIONS**

22 31. This action is maintainable as a representative action pursuant to California Code of Civil
23 Procedure section 382 as to violations of Wage Order 5-2001 and UCL for meal and rest break
24 violations, interest for owed wages, owed wages, failure to pay minimum wages and overtime
25 wages, waiting time penalties, failure to furnish timely, itemized wage statements, and attorneys'
26 fees and costs. Plaintiff is a representative of other Class Members and is acting on behalf of
27 their interests. The similarly situated employees are known to Defendants and are readily
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1 identifiable and locatable through Defendants' own employment records. The Class that Plaintiff
2 seeks to represent is defined as follows:

3 The Class the Plaintiff seeks to represent is defined as follows:

4
5 All persons who were employed by Defendant as nonexempt employees, in
6 California at any time from four years prior to the date of filing of this action
7 through the date of trial (referred to herein as "Class Members").

8 The Subclass 1 that Plaintiff seek to represent is defined as follows:

9 All individuals in California whom worked as non-exempt employees for
10 Defendants as nonexempt employees whom were issued wage statements that
11 failed to comply with California Labor Code section 226(a) at any time from one
12 year of the date of the filing of this Complaint through the date of signed order
13 certifying the class.

14 The Subclass 2 that Plaintiff seek to represent is defined as follows:

15 All individuals in California whom worked as non-exempt employees for
16 Defendants at any time from four years of the date of the filing of this Complaint
17 through the date of signed order certifying the class that worked any shift more
18 than 5 hours but less than 6 hours and did not receive a legally compliant thirty-
19 minute uninterrupted first meal break and not paid a premium wage.

20 The Subclass 3 that Plaintiff seek to represent is defined as follows:

21 All individuals in California whom worked as non-exempt employees for
22 Defendants at any time from four years of the date of the filing of this Complaint
23 through the date of signed order certifying the class that worked any shift more
24 than 6 hours and did not receive a legally compliant thirty-minute uninterrupted
25 first meal break and not paid a premium wage.

26 The Subclass 4 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom worked as non-exempt employees for
28 Defendants at any time from four years of the date of the filing of this Complaint
through the date of signed order certifying the class that worked any shift more
than 10 hours and did not receive all legally compliant thirty-minute uninterrupted
second meal break and not paid a premium wage.

1 The Subclass 5 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked as non-exempt employees for
3 Defendants at any time from four years of the date of the filing of this Complaint
4 through the date of signed order certifying the class that worked any shift more
5 than 3 and a half hours and did not receive a legally compliant ten-minute
uninterrupted first rest break and not paid a premium wage.

6 The Subclass 6 that Plaintiff seek to represent is defined as follows:

7 All individuals in California whom worked as non-exempt employees for
8 Defendants at any time from four years of the date of the filing of this Complaint
9 through the date of signed order certifying the class that worked any shift more
10 than 6 hours and did not receive a legally compliant second ten-minute
uninterrupted second rest break and not paid a premium wage.

11 The Subclass 7 that Plaintiff seek to represent is defined as follows:

12 All individuals in California whom worked as non-exempt employees for
13 Defendants at any time from four years of the date of the filing of this Complaint
14 through the date of signed order certifying the class that worked any shift more
15 than 10 hours and did not receive a legally compliant third ten-minute
uninterrupted rest break and not paid a premium wage.

16 The Subclass 8 the Plaintiff seeks to represent is defined as follows:

17 All persons who were employed by Defendant in California as nonexempt
18 employees at any time from four years year prior to the date of filing of this action
19 through the date of signed order certifying the class and subjected to policies.
20 procedures or practices of having to use its personal cell phone and/or purchase
face masks for work purposes without reimbursement.

21 The Subclass 9 the Plaintiff seeks to represent is defined as follows:

22 All persons who were employed by Defendant in California as nonexempt
23 employees at any time from three years year prior to the date of filing of this
24 action through the date of signed order certifying the class and subjected to
25 policies. procedures or practices of having to use its personal cell phone and/or
purchase face masks for work purposes without reimbursement.

26 The Subclass 10 the Plaintiff seeks to represent is defined as follows:

27 All persons who were employed by Defendant in California as nonexempt
28 employees at any time from four years year prior to the date of filing of this action

1 through the date of signed order certifying the class and not paid for all hours
2 worked.

3 The Subclass 11 the Plaintiff seeks to represent is defined as follows:

4 All persons who were employed by Defendant in California as nonexempt
5 employees at any time from three years year prior to the date of filing of this
6 action through the date of signed order certifying the class and not paid for all
7 hours worked.

8 The Subclass 12 the Plaintiff seeks to represent is defined as follows:

9 All persons who were employed by Defendant in California as nonexempt
10 employees at any time from four years year prior to the date of filing of this action
11 through the date of signed order certifying the class and subjected to a policies,
12 practices or procedures of having to go through temperature check medical
13 inspections without being compensated for that time.

14 The Subclass 13 the Plaintiff seeks to represent is defined as follows:

15 All persons who were employed by Defendant in California as nonexempt
16 employees at any time from three years year prior to the date of filing of this
17 action through the date of signed order certifying the class and subjected to a
18 policies, practices or procedures of having to go through temperature check
19 medical inspections without being compensated for that time.

20 32. The individuals included within the alleged Class is over one hundred (100) and is so
21 numerous that joinder of each of them would be impracticable, and the disposition of their claims
22 in a class action, rather than in numerous individual actions, will benefits the parties, the Court,
23 and the interests of justice. The Subclass 1 through Subclass 13, shall be collectively referred to
24 herein as “Subclass”.

25 33. Among the proposed Class there is a well-defined community of interest in the questions
26 of law and/or fact involved, affecting the Class Members and Subclass Members, These common
27 questions include, but are not limited to:

- 28 a. Whether Defendants’ failure to provide Class Members and Subclass Members with
all wages earned for all hours worked violates Labor Code sections 510 and 1194;
- b. Whether Defendants’ failure to provide meal periods to Class Members and Subclass
Members violates Labor Code sections 226.7, 512 and Wage Order 5-2001;

- 1 c. Whether Defendants' failure to provide rest periods to Class Members and Subclass
2 Members violates Labor Code section 226.7 and Wage Order 5-2001;
- 3 d. Whether Defendants' failure to provide formerly employed Class Members and
4 Subclass Members with all wages due upon separation violates Labor Code sections
5 201-203;
- 6 e. Whether Defendants' failure to keep accurate payroll records of daily hours worked
7 violates Labor Code section 1174;
- 8 f. Whether Defendants' failure to provide Class Members and Subclass Members with
9 itemized statements of wages and hours worked violates Labor Code section 226;
- 10 g. Whether Defendants' failure to reimburse Class Members and Subclass Members for
11 necessary business expenses violates Labor Code section 2802;
- 12 h. Whether Defendants' various violations of the Labor Code serve as predicate
13 violations of the UCL.

14 34. Common questions of law and/or fact predominate over questions that affect only
15 individual Class Members and Subclass Members.

16 35. Plaintiff's claims are typical of those belonging to the members of the Class and Subclass
17 Members it seeks to represent, and Plaintiff can adequately represent the Class and Subclasses he
18 seeks to represent.

19 **FIRST CAUSE OF ACTION**

20 **(Claim for Failure to Pay All Wages, Including All Minimum Wages, Cal. Lab. Code**
21 **sections 204, 510, 1194, 1194.2 and 1197 and Wage Order 5-2001, By Plaintiff, Class**
22 **Members and Subclass Members Against All Defendants and DOES 1-50)**

23 36. Plaintiffs hereby incorporate all of the allegations set forth in each of the paragraphs
24 above and below by reference as though set forth in full in this cause of action.

25 37. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
26 Members.

27 38. Defendants were required to compensate Plaintiff, Class Members and Subclass
28 Members for all hours worked pursuant to California Labor Code sections 510 and 1194 and
Industrial Welfare Commission Wage Order 5-2001 Section 3. Defendants failed to do so as it

1 unlawfully required off-the-clock work. Plaintiff, Class Members and Subclass Members are
2 entitled to minimum wages and civil penalties as a consequence of this failure.

3 39. Defendants were required to pay Plaintiff, Class Members and Subclass Members for all
4 of the minimum wages they are entitled to pursuant to California Labor Code sections 510 and
5 1194, Industrial Welfare Commission Wage Order 5-2001 Section. Defendants failed to do so.
6 Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as
7 a consequence of this failure.

8 40. As a direct result of Defendants' violations alleged herein, Plaintiff, Class Members and
9 Subclass Members have suffered and continues to suffer substantial losses related to the use and
10 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
11 in seeking to compel Defendants to fully perform its obligation under state law, all to their
12 respective damage in amounts according to proof at trial and within the jurisdictional limitations
13 of this Court. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
14 Members seeks all civil penalties and unpaid wages available pursuant to the Labor Code and
15 Wage Order 5-2001 including an award of interest on the unpaid wages plus reasonable
16 attorney's fees and costs and civil penalties. The exact amount of the applicable penalties is an
17 amount to be shown according to proof at trial.

18 **SECOND CAUSE OF ACTION**

19 **(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 5 20 Section 3 by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

21 41. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
22 and below by reference as though set forth in full in this cause of action.

23 42. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
24 Members.

25 43. Defendants were required to compensate Plaintiff for all hours worked pursuant to
26 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
27 5-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members are
28 entitled to overtime wages and civil penalties as a consequence of this failure.

1 44. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
2 all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and
3 1194 and Industrial Welfare Commission Wage Order 5-2001 Section 3. It failed to do so.

4 Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as
5 a consequence of this failure.

6 45. As a direct result of Defendants' violations alleged herein, Plaintiff, Class Members and
7 Subclass Members have suffered and continues to suffer substantial losses related to the use and
8 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
9 in seeking to compel Defendants to fully perform its obligation under state law, all to their
10 respective damage in amounts according to proof at trial and within the jurisdictional limitations
11 of this Court.

12 46. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
13 available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees
14 and costs. The exact amount of the applicable penalties is an amount to be shown according to
15 proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order 5, Section 11 by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

18 47. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
19 above and below by reference as though set forth in full in this cause of action.

20 48. Plaintiff brings this claim on behalf of herself, and the Class Members and Subclass.

21 49. Defendants were required to authorize and permit Plaintiff and Class and Subclass
22 Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage
23 Order 5-2001 Section 11(A). Defendants failed to do so by not allowing such uninterrupted meal
24 breaks. Plaintiff and Class Members are entitled to premium wages and civil penalties as a
25 consequence of this failure.

26 50. Defendants were required to pay the Plaintiff and Class and Subclass Members
27 employees one (1) hour of pay at their regular rate of compensation for each workday that the
28 legally compliant meal breaks are not provided, pursuant to Industrial Welfare Commission

1 Wage Order 5-2001 Section 11(B). It failed to do so. Plaintiff and Class and Subclass Members
2 are entitled to civil penalties and owed wages as a consequence of this failure.

3 51. As a direct result of Defendants' violations alleged herein, Plaintiff and Class and
4 Subclass Members have suffered and continues to suffer substantial losses related to the use and
5 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
6 in seeking to compel Defendants to fully perform its obligation under state law, all to their
7 respective damage in amounts according to proof at trial and within the jurisdictional limitations
8 of this Court.

9 52. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
10 available pursuant to the Labor Code and Wage Order 5, and an award of reasonable attorney's
11 fees and costs. The exact amount of the applicable penalties is an amount to be shown according
12 to proof at trial.

13 **FOURTH CAUSE OF ACTION**

14 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 5, Section 15 12 by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

16 53. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
17 above and below by reference as though set forth in full in this cause of action.

18 54. Plaintiff brings this claim on behalf of herself and the Class and Subclass Members.

19 55. Defendants were required to authorize and permit employees to take uninterrupted rest
20 periods pursuant to Industrial Welfare Commission Wage Order 5-2001 Section 12(A). It failed
21 to do so by not allowing such uninterrupted rest periods. Plaintiff and Class and Subclass
22 Members are entitled to owed wages and civil penalties as a consequence of this failure.

23 56. Defendants were required to pay the employees one (1) hour of pay at their regular rate of
24 compensation for each workday that the legally compliant rest period is not provided, pursuant to
25 Industrial Welfare Commission Wage Order 5-2001 Section 12(B). Defendants failed to do so by
26 not allowing such interrupted rest periods. Plaintiff is entitled to civil penalties as a consequence
27 of this failure.

28 57. As a direct result of Defendants' violations alleged herein, Plaintiff and Class and
Subclass Members have suffered and continues to suffer substantial losses related to the use and

1 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
2 in seeking to compel Defendants' to fully perform its obligation under state law, all to their
3 respective damage in amounts according to proof at trial and within the jurisdictional limitations
4 of this Court. The exact amount of the applicable penalties is an amount to be shown according
5 to proof at trial.

6 58. As a result of the violations alleged herein, Plaintiff and Class and Subclass Members
7 seek all civil penalties and owed wages available pursuant to the Labor Code and Wage Orders
8 5, and an award of reasonable attorney's fees and costs.

9 **FIFTH CAUSE OF ACTION**

10 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
11 **Plaintiff on Behalf of Herself and Class and Subclass Against All Defendants and DOES 1-**
12 **50)**

13 59. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
14 above and below by reference as though set forth in full in this cause of action.

15 60. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages
16 owed to an employee who is either discharged or quits.

17 61. Plaintiff brings this claim on behalf of herself and the Class and Subclass Members.

18 62. Defendants failed to pay Class Members who are no longer employed by Defendants
19 compensation due upon termination as required by California Labor Code section 201 and 202.
20 As a result, Defendants are liable to former employee Class and Subclass Members waiting time
21 penalties provided under California Labor Code section 203, plus reasonable attorney's fees and
22 costs of suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendants'
23 failure to compensate her for overtime time and hours worked in violation of Labor Code section
24 203.

25 63. Plaintiff, on behalf of itself and Class and Subclass Members, also request relief as
26 described below.

27 64. The exact amount of the applicable damages is an amount to be shown according to proof
28 at trial.

(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

66. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass Members.

67. Labor Code section 226(a) requires an employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

1 employer, provided all deductions made on written orders of the employee may be aggregated
2 and shown as one item.”

3 68. Defendants knowingly and intentionally failed to provide Plaintiff, Class and Subclass
4 Members and Subclass Members with timely and accurate wage and hour statements showing
5 gross wages earned, total hours worked, all deductions made, net wages earned, the name and
6 address of the legal entity employing them, all applicable hourly rates in effect during each pay
7 period, and the corresponding number of hours worked at each hourly rate by them and Class
8 Members and Subclass Members.

9 69. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
10 intentional failure to provide them with accurate the wage and hour statements required by law,
11 which injury shall exceed the jurisdictional minimums of the superior court but no less than
12 \$4,000.

13 **SEVENTH CAUSE OF ACTION**

14 **(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §** 15 **2802 on Behalf of Plaintiff, Class Member and Subclass Members Against All Defendants** 16 **and DOES 1-50)**

17 70. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs
18 above and below by reference as though set forth in full in this cause of action.

19 71. Plaintiff brings this claim on behalf of herself and the Class Members and Subclass
20 Members.

21 72. Plaintiff, Class Members and Subclass Members were employees of Defendants, and
22 was not reimbursed for expenses arising in the course and scope of their employment such as the
23 usage of their personal cell phone and/or purchase uniforms and/or purchase face masks and/or
24 purchase boots. Employer required Plaintiff Class Members and Subclass Members to use its
25 personal cell phone and/or face masks and did not reimburse Plaintiff, Class Members and
26 Subclass Members for any of the necessary expenses related to this use its personal cell phone
27 and/or face masks as required for completion of their employment duties for Defendants.

28 73. At all times herein mentioned Employer was subject to Labor Code § 2802 which
states that “an employer shall indemnify his or her employees for all necessary expenditures or

1 losses incurred by the employee indirect consequence of the discharge of his duties, or of his
2 obedience to the directions of the employer.”

3 74. As a proximate result of Employer’s policies in violation of Labor Code § 2802,
4 Plaintiff was damages in sums, which will be shown according to proof to be in excess of the
5 jurisdictional minimum of this Court.

6 75. Plaintiff is entitled to expenses, attorney’s fees. Interest, and costs of suit pursuant to
7 Labor Code § 2802(c) for bringing this action.

8 76. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of
9 necessary expenditures under this section shall carry interest at the same rate as judgment in civil
10 actions. Interest shall accrue from the date on which the employee incurred the necessary
11 expenditure. Plaintiff is entitled to said interest.

12 77. Plaintiff is entitled to reimbursement for expenses including, but not limited to,
13 reimbursement for the use of her personal cell phone and/or face mask expenses when
14 completing duties as required by Employer, attorney’s fees, interest, and costs of suit pursuant to
15 Labor code § 2802 for bringing this action.

16 **EIGHTH CAUSE OF ACTION**

17 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.) 18 By Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

19 78. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
20 above and below by reference as though set forth in full in this cause of action.

21 79. Business & Professions Code section 17200 states “As used in this chapter, unfair
22 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
23 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
24 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
25 Code.”

26 80. Through Defendants’ conduct during the applicable statutory period including, but not
27 limited to, the conduct alleged herein, including that alleged on information and belief, the
28 defendants have engaged in business practices in California by practicing, employing, and
utilizing, the employment practices outlined in the preceding paragraphs all in violation of

1 California law and the applicable Industrial Welfare Commission Wage Order. Defendants use
2 of such practices constitutes an unfair business practice, unfair competition, and provides as
3 unfair advantage over Defendants competitors doing business in the State of California that
4 comply with their obligations to properly provide employment conditions in compliance with the
5 law and pay employees for all earned wages and compensation as required by law.

6 81. Defendants' violations of the California Civil Code, Labor Code and the applicable Wage
7 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
8 practices because these actions were done in a systematic manner over a period of time to the
9 detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years
10 preceding the filing of this complaint and include, but are not limited to, failure to (i) include the
11 gross wages earned, total hours worked, net wages earned and applicable hourly rates into the
12 employee paystubs to allow them to ascertain the hourly rate in which they could expect or
13 should have been paid; (ii) provide proper rest breaks and meal breaks; (iii) maintain accurate
14 records and provide and maintain accurate itemized wage statements reflecting the amount of
15 hours worked and applicable hourly rates; (iv) pay wages upon termination (v) withholding
16 wages properly due to employees and (vi) pay all minimum wages and overtime wages. Plaintiff
17 is informed and believes and on that basis alleges that, at all times herein mentioned(v)
18 unreimbursed business expenses, Defendants engaged in the above-mentioned acts of unlawful,
19 deceptive, and unfair business practices prohibited by California Business and Professions Code
20 sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving
21 Plaintiff of the minimum working condition standards and conditions due, including those under
22 Labor Code and Wage Order.

23 82. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered
24 injury in fact and lost money or property. Plaintiff has been deprived of the rights to accurate and
25 itemized wage statements, wages and benefits due including those as alleged herein.

26 83. Pursuant to California Business & Professions Code section 17203, Plaintiff is entitled to
27 seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved
28

1 Employees belonging to them, including interest thereon, which Defendants wrongfully withheld
2 from them and retained for itself by means of its unlawful and unfair business practices.

3 84. Plaintiff is entitled to an injunction and other declaratory and equitable relief against such
4 practices to prevent future damage for which there is no adequate remedy at law, and to avoid a
5 multiplicity of lawsuits.

6 85. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
7 alleged herein is continuing and there is no indication that Defendants will not continue such
8 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
9 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
10 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

11 86. As a direct and proximate result of Defendants' conduct, Defendants have received and
12 will continue to receive monies that rightfully belong to members of the general public who have
13 been adversely affected by Defendants' conduct, as well as to Plaintiff by virtue of any unpaid
14 wages and other monies or penalties associated therewith.

15 87. Plaintiff is entitled and seeks any and all available remedies including but not limited to
16 restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of
17 Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the
18 substantial benefit doctrine, and/or the common fund doctrine.

19 **NINTH CAUSE OF ACTION**

20 **(For Violation of the Labor Code Private Attorneys General Act)**
21 **(Labor Code §§ 2698, et seq. By Plaintiffs Against All Defendants and DOES 1-50)**

22 88. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
23 above and below by reference as though set forth in full in this cause of action.

24 89. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
25 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
27 violation of the code may, as an alternative, be recovered through a civil action brought by an
28 aggrieved employee on behalf of itself and other current or former employees pursuant to the
procedures specified in Labor Code § 2699.3.

1 90. For all provisions of the Labor Code except those for which a civil penalty is specifically
2 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars
3 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
4 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
5 which Defendants violated these provisions of the Labor Code.

6 91. Defendants' conduct violates numerous Labor Code sections including, but not limited to
7 the following:

8 (a) Violation of Labor Code §§ 510, 1194 and Wage Order 5, Section 3 for Defendants
9 failure to provide Plaintiff and other aggrieved employees all minimum wages for hours
10 worked;

11 (b) Violation of Labor Code §§ 510, 1194 and Wage Order 5, Section 3, for Defendants
12 failure to provide Plaintiff and other aggrieved employees all overtime wages for hours
13 worked;

14 (c) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 5, Section 11, for
15 Defendants failure to provide Plaintiff and other aggrieved employees all required legally
16 compliant meal periods, and Defendants' failure to provide Plaintiff and other aggrieved
17 employees with one hour of pay of Plaintiff and other aggrieved employees' regular rate
18 of compensation for each meal period that was not provided, as herein alleged;

19 (d) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 5, Section 12 for
20 Defendants failure to provide Plaintiff and other aggrieved employees all required rest
21 periods, and Defendants' failure to provide Plaintiff and other aggrieved employees with
22 one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation
23 for each rest period that was not provided, as herein alleged;

24 (e) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Order 5, Section 7 for failure to
25 maintain records and provide accurate itemized wage statements to Plaintiff and other
26 aggrieved employees as herein alleged;

1 (f) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon
2 termination, resignation or end of employment as a result of failing to pay minimum
3 wages and overtime wages for all hours worked;

4 (g) Violation of Labor Code § 2802 for failure to reimburse for business expenses.

5 92. Further, Labor Code § 558(a) provides “any employer or other person acting on behalf of
6 an employer who violates, or causes to be violated, a section of this chapter or any provisions
7 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
8 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay
9 period for which the employee was underpaid in addition to an amount sufficient to recover
10 underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each
11 underpaid employee for each pay period for which the employee was underpaid in addition to an
12 amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be
13 paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided for in
14 this section are in addition to any other civil or criminal penalty provided by law.”

15 93. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator
16 and had or ore more of the alleged violations committed against her, and therefore is properly
17 suited to represent the interests of all other aggrieved employees.

18 94. On March 30, 2021, Plaintiff sent Defendants by certified mail notice of the facts
19 and theories of its Labor Code violations. Plaintiffs submitted this notice to the Labor Workforce
20 Development Agency via online along with a payment of \$75.00. Plaintiff’s statute of limitations
21 to file a Private Attorney General Act claim was tolled pending the 65 calendar day exhaustion
22 period. (See Cal. Lab. Code § 2699.3(d). Plaintiff has therefore exhausted the procedural
23 requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim
24 for penalties on behalf of itself and all other aggrieved employees under PAGA.

25 95. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars
26 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
27 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
28 which Defendants violated the Labor Code.

1 96. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other
2 aggrieved employees are entitled to recover civil penalties against Defendants for violations of
3 the Labor Code sections cited above.

4 97. The California Supreme Court has held that a representative action does not need to meet
5 the class certification requirements because it is strictly a state enforcement action. *Arias v.*
6 *Superior Court*, 46 Cal.4th 969, 970-75 (2009).

7 98. Defendants' conduct as alleged herein, has been and continues to be unfair, unlawful
8 and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights
9 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class, prays
13 for judgment against Defendants as follows:

14 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.

15 Section 382, on behalf of the proposed class;

16 B. Class notice to all Class Members in California who worked for Defendants from four
17 years prior to the filing of the original Complaint through the trial of this action;

18 C. Plaintiff be appointed as the representative of the Class and Subclass;

19 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;

20 E. The Court declare Defendants' policies and/or practices of failing to provide meal

21 periods violates California Labor Code section 226.7, and 512 and Wage Order 5-

22 2001 Section 11(A) by failing to provide the Class and Subclass Members and

23 Aggrieved Employees with meal periods of at least one-half hour in which they were
24 relieved of all duties for every five hours of work;

25 F. The Court declare Defendants' policies and/or practices of failing to provide rest

26 periods violates California Labor Code section 226.7 and Wage Order 5-2001 Section

27 12(A) by failing to provide the Class and Subclass Members and Aggrieved
28

1 Employees with rest periods of at least ten minutes in which they were relieved of all
2 duties for every four hours of work or major fraction thereof;

3 G. The Court declare Defendants' policies and/or practices of failing to furnish accurate
4 wage statement violates Labor Code section 226;

5 H. The Court declare Defendants' policies and/or practices of failing to keep accurate
6 payroll records of daily hours worked for Plaintiff and Class Members violates Labor
7 Code section 1174 and 1174.5;

8 I. The Court declare Defendants' policies and/or practices of failing to pay all minimum
9 and overtime wages to Class Members, Subclass Members and Aggrieved employees
10 violates Labor Code sections 510 and 1194;

11 J. The Court declare Defendants' policies and/or practices of failing to pay all wages
12 upon termination to Class Members, Subclass Members and Aggrieved employees
13 violates Labor Code sections 510 and 1194;

14 K. The Court declare Defendants' policies and/or practices of failing to reimburse for
15 business expenses violates Labor Code section 2802; and

16 L. The Court declare that, as to former employee Class and Subclass Members,
17 Defendants have violated California Labor Code section 201-203 for willful failure to
18 pay compensation at the time of termination of employment, resulting in unpaid
19 waiting time penalties.

20 **First Cause of Action:**

21 1. For an award for the Class Members and Subclass Members for owed wages and penalties,
22 plus interest pursuant to Labor Code section 1194.

23 2. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 3. An award to Class Representative Plaintiff, the Class Members and Subclass Members of
26 reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code sections 1021.5
27 and California Labor Code sections 203, 218.5, 226, 226.7 and/or other applicable law.
28

1 **Second Cause of Action:**

2 4. For an award of damages to Plaintiff and the Class Members and Subclass Members
3 pursuant to Labor Code sections 510 and 1194.

4 5. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 6. An award to Class and Subclass Representative Plaintiff, and the Class Members and
7 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
8 Procedure Code section 1021.5, California Labor Code sections 510 and 1194 and/or other
9 applicable law.

10
11 **Third Cause of Action:**

12 7. For an award of damages to Plaintiff and the Class Members pursuant to Labor
13 Code section 226.7 (c).

14 8. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.

16 9. An award to Class Representative Plaintiff, and the Class Members of reasonable
17 attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California
18 226, 226.7 and/or other applicable law.

19
20 **Fourth Cause of Action:**

21 10. For an award of damages to Plaintiff and the Class Members pursuant to Labor
22 Code section 226.7 (c).

23 11. The exact amount of the applicable damages is an amount to be shown according to proof at
24 trial and within the jurisdictional limits of the Court.

25 12. An award to Class Representative Plaintiff, and the Class Members of reasonable
26 attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California
27 226, 226.7 and/or other applicable law.

1 **Fifth Cause of Action:**

2 13. For an award for the Plaintiff and Class Members for owed wages and penalties,
3 plus interest pursuant to Labor Code section 203.

4 14. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 15. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

7 16. California Code of Civil Procedure 1021.5.
8

9 **Sixth Cause of Action:**

10 17. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
11 to Labor Code section 226.

12 18. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
13 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
14 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
15 applicable damages is an amount to be shown according to proof at trial and within the
16 jurisdictional limits of the Court.

17 19. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).
18

19 **Seventh Cause of Action:**

20 20. For general and special damages arising out of the violations of the Labor Code, including,
21 but not limited to Labor Code section 2802, such amount to be subject to proof at the time of
22 trial;

23 21. For attorney's fees Plaintiff, Class Members, Subclass Members have incurred to enforce his
24 rights pursuant to California Code of Civil Procedures sections 1021.5 and 226(g), and Labor
25 Code section 1194, subdivision (a) and other statutory bases for attorney's fees;

26 22. For prejudgment interest at the legal rate;

27 23. For costs of suit herein; and

28 24. For such other relief as the Court deems just and proper.

1
2 **Eighth Cause of Action:**

3 25. For a temporary restraining order, a preliminary injunction, and a permanent injunction
4 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
5 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
6 business practices described in Paragraphs 78 through 87 above;

7 26. For restitution, lost wages and penalties therewith;

8 27. For pre-judgment and post-judgment interest to the extent permitted by law;

9 28. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
10 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
11 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

12 29. For such other relief as the Court deems just and proper.
13

14 **Ninth Cause of Action:**

15 30. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to
16 Labor Code §§ 2698, et seq.;

17 31. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
18 pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and

19 32. For such relief as the Court deems just and proper.
20

21 **As to All Causes of Action:**

22 33. For reasonable attorneys' fees and costs incurred

23 34. Interest accrued to date under the California Labor Code, including under Sections 226.7;

24 35. For such other and further relief as this Court may deem just and proper.
25

26 Dated: June 22, 2021

Jackson APC

27 By:/s/ Armond M. Jackson

Armond M. Jackson

Attorneys for Eva Jardon
28

DEMAND FOR JURY TRIAL

Plaintiff Eva Jardon demands a jury trial in the above captioned matter.

Dated: June 22, 2021

Jackson APC

By:/s/ Armond M. Jackson

Armond M. Jackson

Attorneys for Plaintiff Eva Jardon