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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 16 2021

BY ANGELINE GARCIA
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Attorneys for Plaintiff
IGNACIO TAFOYA VARGAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

11 **IGNACIO TAFOYA VARGAS,**
12 individually and on behalf of others similarly
13 situated, and as an aggrieved employee and
14 Private Attorney General,

Plaintiff,

vs.

15 **CHEMCOR CHEMICAL CORPORATION,**
16 a California corporation; and DOES 1
17 through 100, inclusive,

Defendants.

Case No.: CIVSB2110114

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Labor Code § 227.3 (Failure to Pay Accrued Vacation)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff IGNACIO TAFOYA VARGAS (“Plaintiff”), individually and on behalf of other
2 members of the general public similarly situated, and as a private attorney general, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants CHEMCOR CHEMICAL
7 CORPORATION and DOES 1 THROUGH 100 (hereinafter also collectively referred to as
8 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
9 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
10 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
11 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
12 and payroll records, failure to reimburse necessary business-related expenses, and failure to pay
13 accrued but unused vacation time.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
15 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members”, as defined more fully in paragraph
17 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf
21 of himself and certain other current and former employees of Defendants against whom one or
22 more of the alleged violations was committed (hereinafter collectively referred to as the
23 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an
24 aggrieved employee against whom one or more of the alleged violations occurred. The civil
25 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
26 be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”

except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

7. Plaintiff IGNACIO TAFOYA VARGAS is an individual residing in the County of San Bernardino, State of California.

8. Defendant CHEMCOR CHEMICAL CORPORATION, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. CHEMCOR CHEMICAL CORPORATION and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of San Bernardino State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Ninth Causes of Action as class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”).

14. Plaintiff reserves the right to establish other subclasses as appropriate.

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

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class

1 Member, with whom he has a well-defined community of interest and typicality
2 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
3 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
4 versed in the rules governing class action discovery, certification, and settlement.
5 Plaintiff has incurred, and during the pendency of this action will continue to
6 incur, costs and attorneys' fees, that have been, are, and will be necessarily
7 expended for the prosecution of this action for the substantial benefit of each Class
8 Member.

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

17 16. There are common questions of law and fact as to the Class that predominate over
18 questions affecting only individual members. The following common questions of law or fact,
19 among others, exist as to the members of the Class:

- 20 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
21 accordance with the California Labor Code was willful;
- 22 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
23 and the other Class Members for all hours worked, and missed, short, late or
24 interrupted meal periods and rest breaks in violation of California law;
- 25 c. Whether Defendants required Plaintiff and the other Class Members to work more
26 than eight (8) hours per day and/or more than forty (40) hours per week and failed
27 to pay the legally required overtime compensation to Plaintiff and the other Class
28

Members;

- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- h. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;
- l. Whether Defendants failed to pay accrued and unused vacation time in violation of Labor Code section 227.3;
- m. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- n. Whether Defendants' conduct was with malice, fraud or oppression;
- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of

California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;

q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendants are a chemical manufacturing company

18. Defendants employed Plaintiff to work as a Machine Operator from approximately February 2014 to July 2020.

19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and the Aggrieved Employees.

21. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented time rounding practices that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a

1 failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition,
2 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take
3 timely and duty-free meal periods and rest periods in violation of California law. Defendants also
4 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-
5 related expenses, and failed to pay wages owed for accrued vacation time upon termination of
6 employment.

7 23. Throughout the time period involved in this case, Defendants have implemented
8 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
9 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
10 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
11 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,
12 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable
13 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,
14 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
15 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
16 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
17 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,
18 the Class, and the Aggrieved Employees.

19 24. Throughout the time period involved in this case, Defendants did not adequately
20 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
21 California law. Moreover, Defendants systematically disregarded their own written policies
22 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
23 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
24 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal
25 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
26 meal periods, for which they were not compensated.

27 25. Throughout the time period involved in this case, Defendants failed to pay
28 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were

missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

26. Throughout the time period involved in this case, Defendants have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

27. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all

1 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
2 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
3 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
4 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
5 Employees at their regular rate of pay when a rest period was missed, short, late and/or
6 interrupted.

7 29. Throughout the time period involved in this case, Defendants regularly required
8 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
9 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and
10 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and
11 the Aggrieved Employees were regularly required to perform work off the clock for which they
12 were not compensated.

13 30. Throughout the time period involved in this case, Defendants employed a time
14 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
15 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all
16 time worked.

17 31. Throughout the time period involved in this case, Defendants implemented policies
18 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
19 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
20 all wages owed.

21 32. Throughout the time period involved in this case, Defendants routinely required
22 Plaintiff, the Class, and the Aggrieved Employees to undergo security checks prior to clocking in
23 for their shift and after clocking out for their shift. Defendants did not compensate Plaintiff, the
24 Class, and the Aggrieved Employees for spent spend undergoing these security checks.

25 33. Throughout the time period involved in this case, Plaintiff, the Class, and the
26 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
27 week.

28 34. Throughout the time period involved in this case, Defendants regularly failed to

1 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
2 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
3 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
4 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
5 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
6 they were not receiving wages for overtime compensation.

7 35. Throughout the time period involved in this case, Defendants failed to pay
8 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
9 based on regular rates of pay correctly calculated to include all applicable remuneration.

10 36. Throughout the time period involved in this case, Defendants regularly failed to
11 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
12 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
13 Employees were entitled to receive at least minimum wages for all hours worked and that they
14 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
15 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
16 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
17 Class, and the Aggrieved Employees to perform work off the clock, implementing time rounding
18 policies that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the
19 Aggrieved Employees, and requiring Plaintiff, the Class, and the Aggrieved Employees to
20 undergo security checks prior to clocking in and after clocking out for their shift.

21 37. Throughout the time period involved in this case, Defendants regularly failed to
22 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
23 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
24 Employees were entitled to receive all wages owed to them upon termination within the time
25 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
26 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
27 including overtime compensation and minimum wages within any time permissible under
28 California Labor Code section 202.

1 38. Throughout the time period involved in this case, Defendants regularly failed to
2 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
3 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
4 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
5 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
6 Employees did not receive payment of all wages, including overtime compensation, minimum
7 wages, meal and rest period premiums, and vested by unused vacation time.

8 39. Throughout the time period involved in this case, Defendants regularly failed to
9 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
10 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
11 Employees were entitled to receive complete and accurate wage statements in accordance with
12 California law, but, in fact, they did not receive complete and accurate wage statements from
13 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
14 worked, the actual gross wages earned and the correct rates of pay.

15 40. Throughout the time period involved in this case, Defendants regularly failed to
16 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
17 Defendants knew or should have known that Defendants were required keep complete and
18 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records.

20 41. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Plaintiff's, the Class', and the Aggrieved Employees' work
22 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

23 42. Throughout the time period involved in this case, Defendants regularly failed to
24 pay Plaintiff, the Class, and Aggrieved Employees for vested but unused vacation time.
25 Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were
26 entitled to receive all wages owed to them upon termination, including vested and unused vacation
27 time. Plaintiff, the Class, and Aggrieved Employees did not receive payment of all final wages
28 owed to them upon discharge or resignation, including vested and unused vacation time.

43. Throughout the time period involved in this Case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to work boots and safety glasses. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

44. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

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

(Against All Defendants)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other Class Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty

1 (40) hours in a workweek.

2 49. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
4 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
5 in excess of eight (8) hours on the seventh day of work in a workweek.

6 50. California Labor Code section 510 codifies the right to overtime compensation at
7 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
8 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
9 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
10 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

11 51. During the relevant time period, Plaintiff and the other Class Members regularly
12 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

13 52. During the relevant time period, Defendants intentionally and willfully failed to
14 pay overtime wages owed to Plaintiff and the other Class Members.

15 53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid
16 balance of overtime compensation, as required by California laws, violates the provisions of
17 California Labor Code sections 510 and 1198, and is therefore unlawful.

18 54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
19 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
20 attorneys' fees.

21 **SECOND CAUSE OF ACTION**

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

23 **(Against All Defendants)**

24 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 56. At all relevant times, the relevant IWC Order and California Labor Code sections
27 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
28 Defendants.

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

4 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
5 section 512(a) provide that an employer may not require, cause or permit an employee to work
6 for a work period of more than five (5) hours per day without providing the employee with a meal
7 period of not less than thirty (30) minutes, except that if the total work period per day of the
8 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
9 both the employer and employee.

10 59. At all relevant times, California Labor Code section 512(a) further provides that
11 an employer may not require, cause or permit an employee to work for a work period of more
12 than ten (10) hours per day without providing the employee with a second uninterrupted meal
13 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
14 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
15 the employee only if the first meal period was not waived.

16 60. During the relevant time period, Plaintiff and the other Class Members who were
17 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
18 legally-mandated meal periods by mutual consent, were required to work for periods longer than
19 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

20 61. During the relevant time period, Plaintiff and the other Class Members who were
21 scheduled to work for a period of time in excess of ten (10) hours were required to work for
22 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
23 thirty (30) minutes.

24 62. During the relevant time period, Defendants intentionally and willfully required
25 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
26 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
27 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

28 63. During the relevant time period, Defendants failed to pay Plaintiff and the other

1 Class Members the full meal period premiums due pursuant to California Labor Code section
2 226.7.

3 64. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7 and 512(a).

5 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
6 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
7 additional hour of pay at the employee's regular rate of compensation for each work day that the
8 meal period was not provided.

9 **THIRD CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226.7)**

11 **(Against All Defendants)**

12 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
13 every allegation set forth above.

14 67. At all times herein set forth, the applicable IWC Wage Order and California Labor
15 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
16 Defendants.

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

20 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof unless the total daily work time is less than three and one-half
25 (3.5) hours."

26 70. During the relevant time period, Defendants required Plaintiff and other Class
27 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
28 period per each four (4) hour period worked.

71. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take uninterrupted, duty-free rest breaks.

72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

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

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

FOURTH CAUSE OF ACTION

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

(Against All Defendants)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

77. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

78. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance

1 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
4 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201, 202, 203)**

8 **(Against All Defendants)**

9 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
10 every allegation set forth above.

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

17 82. During the relevant time period, the employment of Plaintiff and many other Class
18 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
19 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
20 employed by Defendants all of their wages, earned and unpaid, including but not limited to
21 minimum wages, straight time wages, overtime wages, and vested but unused vacation time,
within seventy-two (72) hours of their leaving Defendants' employ.

22 83. Defendants' failure to pay Plaintiff and other Class Members who are no longer
23 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
24 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

25 84. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
27 continue as a penalty from the due date thereof at the same rate until paid or until an action is
28

1 commenced; but the wages shall not continue for more than thirty (30) days.

2 85. Plaintiff and other Class Members who are no longer employed by Defendants are
3 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
4 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

5 **SIXTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

8 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
9 every allegation set forth above.

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

23 88. Defendants have intentionally and willfully failed to provide Plaintiff and the
24 Class with complete and accurate wage statements. The deficiencies include, but are not limited
25 to the failure list the total number of hours worked, the actual gross wages earned and the correct
26 rates of pay.

27 89. Because of Defendants' violation of California Labor Code section 226(a),
28 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

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

5 91. Plaintiff and the Class are entitled to recover from Defendants the greater of their
6 actual damages caused by Defendants' failure to comply with California Labor Code section
7 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

8 92. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
9 with this section, pursuant to California Labor Code section 226(g).

10 **SEVENTH CAUSE OF ACTION**

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

12 **(Against All Defendants)**

13 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
14 every allegation set forth above.

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

19 95. Plaintiff and the Class incurred necessary business-related expenses and costs that
20 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
21 business-related expenses and costs including their failure to reimburse Plaintiff and the Class for
22 costs incurred as a result of, including not limited, simple negligence.

23 96. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
24 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
25 recover from Defendants their business-related expenses and costs incurred during the course and
26 scope of their employment, plus interest accrued from the date on which the employee incurred
27 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

28 **EIGHTH CAUSE OF ACTION**

1 **(Violation of California Labor Code § 227.3)**

2 **(Against All Defendants)**

3 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
4 every allegation set forth above.

5 98. California Labor Code § 227.3 affirms “whenever a contract of employment or
6 employer policy provides for paid vacations, and an employee is terminated without having taken
7 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
8 accordance with such contract of employment or employer policy respecting eligibility or time
9 served.”

10 99. Defendants’ failure to pay Class Members unused and accrued vested vacation
11 time at the time of the Class Members’ separation from employment with Defendants violates
12 Labor Code § 227.3.

13 100. As a direct and proximate result of Defendants’ conduct, Plaintiff and similarly
14 situated Class Members have suffered substantial losses according to proof, as well as pre-
15 judgment interest, costs, and attorneys’ fees pursuant to statute and applicable law.

16 **NINTH CAUSE OF ACTION**

17 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

18 **(Against All Defendants)**

19 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
20 every allegation set forth above.

21 102. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
22 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants’
23 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
24 within the meaning of Code of Civil Procedure section 1021.5.

25 103. Defendants’ activities as alleged herein are violations of California law, and
26 constitute unlawful business acts and practices in violation of California Business & Professions
27 Code section 17200, *et seq.*

28 104. A violation of California Business & Professions Code section 17200, *et seq.* may

1 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
2 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
3 paying them proper compensation violate California Labor Code sections 510 and 1198.
4 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
5 the Class, to work through their meal and rest periods without paying them proper compensation
6 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
7 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
8 sections 201, 202, 203 and 204.

9 105. Defendants also violated California Labor Code sections, 221, 226(a), 1194, 1197,
10 1197.1, 510, 1174(d), 2800, 2802, and 227.3.

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

13 107. Plaintiff and the Class have been personally injured by Defendants' unlawful
14 business acts and practices as alleged herein, including but not necessarily limited to the loss of
15 money and/or property.

16 108. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
17 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
18 during a period that commences four years prior to the filing of this Complaint; an award of
19 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
20 laws; and an award of costs.

21 **TENTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 2699, Et Seq.)**

23 **(Against All Defendants)**

24 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 110. Plaintiff brings his tenth cause of action as a representative action on behalf of
27 himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
28 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

1 (“PAGA”).

2 111. PAGA specifically provides for a private right of action to recover civil penalties
3 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
4 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
5 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
6 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
7 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
8 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
9 2699(a).

10 112. Plaintiff was employed by Defendants and the Labor Code violations alleged above
11 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved
12 employee” under PAGA.

13 113. As set forth in detail above, during all times relevant to this Action, Defendant
14 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
15 Codes by:

- 16 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
17 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 18 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
19 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 20 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
21 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
22 hour of premium pay for meal period violations in violation of Labor Code §§
23 226.7 and 512.
- 24 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
25 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
26 Employees an additional hour of premium pay for rest period violations in
27 violation of Labor Code §§ 226.7 and 512.
- 28 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of

their employment in violation of Labor Code § 203.

- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- j. Failing to pay Plaintiff and the Aggrieved Employees for all vested but unused vacation time in violation of Labor Code § 227.3.

114. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

115. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On March 17, 2021 Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff's March 17, 2021 notice, and the Labor and

1 Workforce Development Agency has not indicated that it intends to investigate the violations
2 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
3 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

4 116. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
6 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs
7 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

8 117. Plaintiff may amend this complaint as a matter of right pursuant to California
9 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
10 specified in Labor Code §2699.3.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
13 public similarly situated, and as a private attorney general, prays for relief and judgment against
14 Defendants, jointly and severally, as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action;
- 17 2. That Plaintiff be appointed as the representative of the Class;
- 18 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 19 4. That Defendants provide to Class Counsel immediately the names and most
20 current/last known contact information (address, e-mail and telephone numbers) of all class
21 members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
25 all overtime wages due to Plaintiff and other Class Members;

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

- 28 7. For pre-judgment interest on any unpaid overtime compensation commencing

1 from the date such amounts were due;

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

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

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

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

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

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

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

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

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

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

19 **As to the Third Cause of Action**

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

41. For the imposition of civil penalties and/or statutory penalties;

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiff and the other class members for all vested and unpaid vacation wages;

45. For vested unpaid vacation wages and penalties according to proof;

46. For all interest on wages owed;

47. For all reasonably attorneys' fees and costs recoverable by law; and

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

As to the Ninth Cause of Action

1 49. That the Court decree, adjudge and decree that Defendants violated California
2 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class
3 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
4 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
5 Plaintiff's and other Class Members' wages timely as required by California Labor Code section
6 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, 1174(d), 2800,
7 and 2802;

8 50. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
9 interest from the day such amounts were due and payable;

10 51. For the appointment of a receiver to receive, manage and distribute any and all
11 funds disgorged from Defendants and determined to have been wrongfully acquired by
12 Defendants as a result of violation of California Business and Professions Code sections 17200,
13 *et seq.*;

14 52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Code of Civil Procedure section 1021.5;

16 53. For injunctive relief to ensure compliance with this section, pursuant to California
17 Business and Professions Code sections 17200, *et seq.*; and

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

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

20 55. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
21 Code;

22 56. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
23 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
24 Code and/or other applicable statutes; and

25 57. For such other relief as the Court deems just and proper.

1 Dated: July 16, 2021

2 **PROTECTION LAW GROUP, LLP**

3
4 By: 

5 Heather Davis
6 Amir Nayebdadash
7 Gregory B. Wilbur
8 Attorneys for Plaintiff
9 IGNACIO TAFOYA VARGAS
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: July 16, 2021

PROTECTION LAW GROUP, LLP

By: _____



Heather Davis
Amir Nayebdadash
Gregory B. Wilbur
Attorneys for Plaintiff
IGNACIO TAFOYA VARGAS