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ANTHONY LOPEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ANTHONY LOPEZ, an individual,

Plaintiffs,

vs.

REVLIN, LLC, a Delaware LLC, JACOB
FRALEIGH, an individual; and DOES 1-10,

Defendants.

Case No.: CIVRI2102037
[Assigned to Hon. Craig Reimer, Dept. 1]
PLAINTIFF'S SECOND AMENDED
CLASS ACTION COMPLAINT FOR:
1. Failure to Timely Pay Wages (Labor
Code §§201, 202, 203)
2. Unpaid Overtime (Labor Code §§ 510
and 1198)
3. Minimum Wages (Labor Code §§ 204,
204b, 1194.2, 1197, 1182.12, 1194, 1197.1,
1198, Wage Order No. 1, 9)
4. Non-Compliant Wage Statements and
Failure to Maintain Payroll Records
(Labor Code §§ 226(a), 1174(d) and 1198)
5. Denial of Right to Record Inspection and
Production (Labor Code §§ 226(b) and
1198.5)
6. Violation of California Labor Code §§
226.7, 512(A) and 1198 (Failure to Provide
Meal Periods)

- 1) 7. Violation of California Labor Code §§
2) 226.7 and 1198 (Failure to Provide Rest
3) Breaks)
4)
5) 8. Unfair Business Practices (B&P 17200)
6)
7) 9. Claim for Civil Penalties for Violations
8) of California Labor Code, Pursuant to
9) PAGA , §§ 2698, et seq.
10)

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff ANTHONY LOPEZ complains of Defendants, and each of them, as follows:

13 **GENERAL ALLEGATIONS**

14 1. Plaintiff ANTHONY LOPEZ (“LOPEZ” or “PLAINTIFF”) is an individual male
15 resident of the State of California, County of Riverside.

16 2. On information or belief, Defendant REVLIN, LLC is, and at all times material
17 has been, a corporation organized and existing under the laws of the State of Delaware and
18 doing business in the County of Riverside, State of California.

19 3. On information or belief, Defendant JACOB FRALEIGH is, and at all times
20 material has been, an individual residing in California in the County of Riverside.

21 4. On information or belief, JACOB FRALEIGH is an owner, officer, manager and
22 director of REVLIN, LLC. Or as further alleged below, REVLIN is an alter ego of JACOB
23 FRALEIGH. Upon information or belief, JACOB FRALEIGH personally governs the affairs of
24 REVLIN and makes decisions regarding the payroll practices and terms and conditions of
25 employment for employees of REVLIN. In addition, JACOB FRALEIGH had sufficient
26 participation in the activities of the employer, REVLIN including, for example, over those
27 responsible for the alleged wage and hour violations, such that JACOB FRALEIGH contributed
28 to and caused a violation of the above-cited statutes. Thus, JACOB FRALEIGH is liable for the
violations pursuant to Labor Code Sec. 558.1.

5. All of the Defendants identified herein are collectively referred to herein as
“DEFENDANTS.” REVLIN, LLC will be referred to herein as REVLIN.

1 6. The amount in controversy exceeds twenty-five thousand dollars. The
2 controversy relates to DEFENDANTS' activities in the County of Riverside. DEFENDANTS
3 employ persons in this County and employed LOPEZ in this county, and thus a substantial
4 portion of the transactions and occurrences related to this action occurred in this county.

5 7. DEFENDANTS continue to employ employees throughout California.

6 8. LOPEZ is informed and believe, and thereon alleges, that at all times herein
7 mentioned, DEFENDANTS were advised by skilled lawyers and other professionals, employees
8 and advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 9. LOPEZ is informed and believe, and thereon alleges, that at all times herein
11 mentioned, DEFENDANTS violated California Labor Code sections 201, 202 and 203.
12 DEFENDANTS failed to record and pay LOPEZ and other employees for all time worked,
13 including minimum wages and overtime wages, and bonuses, and wages for all of LOPEZ's and
14 the employees' time. DEFENDANTS also failed to take into account and pay the regular rate
15 of pay (affected by factors including but not limited to earned bonuses) when paying any
16 amounts for overtime and other wages and compensation. DEFENDANTS also willfully failed
17 to pay LOPEZ and other employees all of their earned wages, including but not limited to,
18 regular wages, overtime wages, minimum wages, within seventy-two (72) hours of their leaving
19 DEFENDANTS employ in violation of California Labor Code sections 201, 202 and 203.
20 Additionally, one or more employees were terminated from employment but were not paid
21 wages undisputedly owed on the day they were terminated.

22 10. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
23 violated California Labor Code sections 510 and 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order requiring employers to pay employees working more than
25 eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-and-
26 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours in
27 a day or more than forty (40) hours in a workweek. PLAINTIFF and the other employees
28 often worked more than eight hours per day and more than 40 hours per week. PLAINTIFF is

1 informed and believes and thereon alleges that DEFENDANTS willfully failed to pay all
2 overtime wages to PLAINTIFF and other employees.

3 11. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
4 violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 which require
5 employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser
6 wage than the minimum so fixed is unlawful.

7 12. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
8 issued improper wage statements that did not contain all the information required by Labor
9 Code Sec. 226(a) to all of DEFENDANTS' employees including PLAINTIFF. PLAINTIFF is
10 informed and believes, and thereon allege, that DEFENDANTS knew or should have known
11 that PLAINTIFF and other employees were entitled to receive complete and accurate wage
12 statements in accordance with California law. In violation of the California Labor Code,
13 PLAINTIFF and other employees were not provided complete and accurate wage statements.
14 This failure to provide accurate, itemized wage statements was knowing and intentional. In
15 violation of Labor Code Sec. 1174(d), DEFENDANTS also failed to keep records showing the
16 names and addresses of all employees employed at a central location payroll records showing
17 the hours worked daily.

18 13. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
19 violated Labor Code Sec. 204, which requires that all wages earned by any person in any
20 employment between the 1st and the 15th days of any calendar month, or than those wages due
21 upon termination of an employee, are due and payable between the 16th and the 26th day of the
22 month during which the labor was performed.

23 14. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
24 violated Labor Code Sec. 2810.5, which requires employers to provide employees "a written
25 notice" describing certain facts regarding the employment.

26 15. PLAINTIFF is informed and believes that DEFENDANTS violated Labor Code
27 Sec. 226(b) which requires employers to "keep information required by subdivision (a) shall
28 afford current and former employees the right to inspect or receive a copy of records pertaining

1 to their employee the right to inspect or receive a copy of records pertaining to their
2 employment, upon reasonable request to their employer.” PLAINTIFF is informed and believes
3 and thereon alleges that DEFENDANTS violated Labor Code Sec. 1198.5 by failing to make
4 the contents of personnel files available to PLAINTIFF or other employees available for
5 inspection and failed to produce such records.

6 16. DOES 1 through 10, inclusive, are business entities of unknown type that were,
7 at all times material, the employer, co-employer, integrated enterprise employer, and/or joint
8 employer of PLAINTIFF, or are individuals or entities that are otherwise legally responsible for
9 the wrongs alleged herein. The true names and capacities, whether individuals, corporate,
10 associate or otherwise, of DOES are unknown to PLAINTIFF, who therefore sues such
11 Defendants by such fictitious names. PLAINTIFF will seek leave to amend this Complaint to
12 identify their true names and capacities when the same have been ascertained. However,
13 PLAINTIFF is informed and believes and thereon alleges that DOES, and each of them, were in
14 some manner, through negligence, intentional conduct, contractual or legal relationship or
15 otherwise, legally responsible for the occurrences and injuries alleged herein.

16 17. At all times mentioned herein, except as otherwise expressly alleged, each of the
17 DEFENDANTS was the agent, servant, joint venturer, partner, and/or employee of each and
18 every other DEFENDANT, and in doing the things alleged was acting within the course and
19 scope of such agency, service, joint venture, partnership, and/or employment, and in doing the
20 acts alleged herein was acting with the consent, permission, authorization and ratification of
21 each of the remaining Defendants. All actions alleged herein were also taken by, approved of,
22 and/or ratified by officers, directors, and/or managing agents of DEFENDANTS, and each of
23 them. PLAINTIFF is further informed and believes and thereon alleges each of Defendants
24 were and are the alter ego of the other DEFENDANTS, and that at all times there existed such a
25 unity of interest and ownership such that any separateness ceased to exist. Each of the
26 DEFENDANTS was, at all material times, the mere shell or instrumentality through which the
27 other Defendants carried out their business. Each DEFENDANT so exercised complete control
28 over the other Defendant, and each of them, and so dominated them and used them to achieve

goals, and so commingled funds, and so ignored the business formalities, that any separateness was merely a fiction, and did not in fact exist and should be deemed not to exist.

18. At all relevant times, DEFENDANTS, and each of them, ratified each and every act or omission complained of herein. At all relevant times, DEFENDANTS, and each of them, aided and abetted the acts and omissions of each and all the other Defendants, and each of them, in proximately causing the damages herein alleged. PLAINTIFF is informed and believes, and thereon alleges, that each of said DEFENDANTS is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

19. On information and belief, at all times mentioned herein, DEFENDANTS, and each of them, were the employer, co-employer and/or joint employer of PLAINTIFF and/or the successors or successors-in-interest to PLAINTIFF employer(s), joint employer(s) and/or co-employer(s).

CLASS ACTION ALLEGATIONS

20. PLAINTIFF brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

21. All claims alleged herein arise under California law for which PLAINTIFF and similarly situated employees seek relief authorized by California law.

22. PLAINTIFFS' proposed class consists of and is defined as follows: "All persons who worked for DEFENDANTS within four years prior to the filing of this complaint until the date of trial" ("Class").

23. Members of the Class are referred to herein as "class members." PLAINTIFF reserves the right to redefine the Class and to add additional subclasses based on further investigation, discovery, and specific theories of liability. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- a. Whether DEFENDANTS failed to pay class members in a timely manner upon their discharge, termination, layoff, resignation in violation of Labor Code §201, 202, and 203.
- b. Whether DEFENDANTS paid class members at a premium rate for hours worked over eight (8) in a day or for more than forty (40) in a workweek in compliance with Labor Code Secs. 510 and 1198.
- c. Whether DEFENDANTS paid class members at least minimum wages for all hours worked in compliance with Labor Code Secs. 1182.12, 1194, 1197, 1197.1, and 1198.
- d. Whether DEFENDANTS paid 30 days wages to class members who were not timely issued wages in accordance with Labor Code Sec. 203.
- e. Whether DEFENDANTS issued accurate, itemized wage statements to class members that complied with Labor Code Sec. 226.
- f. Whether DEFENDANTS kept records of class members in compliance with Labor Code section 1174.
- g. Whether DEFENDANTS paid class members in a timely manner between the 1st and the 15th days of any calendar month in compliance with Labor Code section 204.
- h. Whether DEFENDANTS authorized and permitted class members to take timely, uninterrupted, paid rest breaks for each four-hour period of their shift in compliance with the applicable Labor Code section and Wage Order.
- i. Whether DEFENDANTS provided class members with timely, uninterrupted meal periods of not less than 30 minutes long within the first five hours of their shift in compliance with the Labor Code section 226.7 and the applicable Wage Order.
- j. Whether DEFENDANTS provided class members with two meal periods for shifts longer than 10 hours in a day.
- k. Whether DEFENDANTS collected or received from class members part of wages paid by DEFENDANTS to class members in violation of Labor Code section 221.

1 l. Whether DEFENDANTS permitted class members to inspect their personnel files
2 and to receive copies of records in class members' files in compliance with Labor
3 Code Sec. 226(b) and 1198.5.

4 m. Whether DEFENDANTS engaged in unlawful and unfair business practices in
5 violation of California Business & Professions Code sections 17200, et seq.; and

6 n. The appropriate amount of damages, restitution, or monetary penalties resulting from
7 DEFENDANTS' violations of California law.

8 24. There is a well-defined community of interest in the litigation and the class
9 members are readily ascertainable:

10 a. Numerosity: The class members are so numerous that joinder of all members would
11 be unfeasible and impractical. The membership of the entire class is unknown to
12 Plaintiffs at this time; however, the class is estimated to be greater than fifty (50)
13 individuals and the identity of such membership is readily ascertainable by
14 inspection of DEFENDANTS' employment records.

15 b. Typicality: PLAINTIFF Anthony Lopez is qualified to, and will, fairly and
16 adequately protect the interests of each class member with whom they have a well-
17 defined community of interest, and PLAINTIFF's class claims (or defenses, if any)
18 are typical of all class members as demonstrated herein.

19 c. Adequacy: PLAINTIFF Anthony Lopez is qualified to, and will, fairly and
20 adequately protect the interests of each class member with whom they have a well-
21 defined community of interest and typicality of claims, as demonstrated herein.
22 PLAINTIFF acknowledges that he has an obligation to make known to the Court any
23 relationship, conflicts or differences with any class member. PLAINTIFF'S
24 attorneys, the proposed class counsel, are versed in the rules governing class action
25 discovery, certification, and settlement. PLAINTIFF has incurred, and throughout
26 the duration of this action, will continue to incur costs and attorneys' fees that have
27 been, are, and will be necessarily expended for the prosecution of this action for the
28 substantial benefit of each class member.

- 1 d. Superiority: The nature of this action makes the use of class action adjudication
2 superior to other methods. A class action will achieve economies of time, effort, and
3 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
4 because the same issues can be adjudicated in the same manner and at the same time
5 for the entire class.
- 6 e. Public Policy Considerations: some employers in the State of California violate
7 employment and labor laws every day. Current employees are often afraid to assert
8 their rights out of fear of direct or indirect retaliation. Former employees are fearful
9 of bringing actions because they believe their former employers might damage their
10 future endeavors through negative references and/or other means. Class actions
11 provide the class members who are not named in the complaint with a type of
12 anonymity that allows for the vindication of their rights while simultaneously
13 protecting their privacy.

14 15 **FIRST CAUSE OF ACTION**

16 **Failure to Timely Pay Wages Upon Termination of Employment**

17 **(Labor Code §§201, 202, and 203)**

18 **(By PLAINTIFFS for themselves and as a Class Representative Against DEFENDANTS**
19 **and Does 1-10)**

20 25. PLAINTIFFS realleges and incorporates herein by reference the allegations of
21 Paragraphs 1 through 24, inclusive, as though set forth in full.

22 26. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
23 that if an employer discharges an employee, the wages earned and unpaid at the time of
24 discharge are due and payable immediately, and that if an employee voluntarily leaves his or her
25 employment, his or her wages shall become due and payable not later than seventy-two (72)
26 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or
27 her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

1 27. During the relevant time period, DEFENDANTS willfully failed to pay
2 PLAINTIFFS and class members who are no longer employed by DEFENDANTS the earned
3 and unpaid wages set forth above, either at the time of discharge, or within seventy-two (72)
4 hours of their leaving DEFENDANTS' employ.

5 28. DEFENDANTS' failure to pay Plaintiffs timely and to pay those class members
6 who are no longer employed by DEFENDANTS' their wages earned and unpaid at the time of
7 discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employ, violates
8 Labor Code sections 201 and 202. Plaintiffs and class members are therefore entitled to recover
9 from DEFENDANTS the statutory penalty wages for each day they were not paid, at their
10 regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section
11 203.

12
13 **SECOND CAUSE OF ACTION**

14 **Unpaid Overtime**

15 **(Labor Code §§ 510 and 1198)**

16 **(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES**
17 **1-10)**

18 29. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
19 and every allegation set forth above.

20 30. Labor Code section 1198 makes it illegal to employ an employee under
21 conditions of labor that are prohibited by the applicable wage order. California Labor Code
22 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be
23 the . . . standard conditions of labor for employees. The employment of any employee . . . under
24 conditions of labor prohibited by the order is unlawful.”

25 31. California Labor Code section 1198 and the applicable IWC Wage Order provide
26 that it is unlawful to employ persons without compensating them at a rate of pay either time-
27 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
28 worked by the person on a daily or weekly basis.

1 32. Specifically, the applicable IWC Wage Order provides that DEFENDANTS are
2 and were required to pay PLAINTIFFS and class members working more than eight (8) hours in
3 a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 1/2) for
4 all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
5 workweek.

6 33. The applicable IWC Wage Order further provides that DEFENDANTS are and
7 were required to pay PLAINTIFFS and class members working more than twelve (12) hours in
8 a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
9 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
10 employee, including non-discretionary bonuses and incentive pay.

11 34. California Labor Code section 510 codifies the right to overtime compensation at
12 one-and-one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a
13 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
14 work, and to overtime compensation at twice the employee's regular rate of pay for hours
15 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
16 seventh day of work.

17 35. During the relevant time period, DEFENDANTS failed to pay all overtime
18 wages owed to PLAINTIFFS and class members. During the relevant time period,
19 PLAINTIFFS and class members were not paid overtime premiums for all of the hours they
20 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in
21 excess of forty (40) hours in a week, because all hours worked were not recorded, and because
22 DEFENDANTS refused to pay overtime rates of pay as required by law.

23 36. During the relevant time period, DEFENDANTS systematically and on a
24 company-wide basis failed to pay PLAINTIFFS and class members one-and-one-half (1 1/2)
25 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty
26 (40) hours in a workweek, and failed to pay them double time for hours in excess of twelve (12)
27 in one day.
28

1 37. Because PLAINTIFFS and class members regularly worked shifts of twelve (12)
2 hours a day or more and forty (40) hours a week or more, this off-the-clock work performed
3 during unpaid meal periods and before and after shifts qualified for overtime premium pay.
4 Therefore, PLAINTIFFS and class members were not paid overtime wages for all of the
5 overtime hours they actually worked. DEFENDANTS' failure to pay PLAINTIFFS and class
6 members the balance of overtime compensation, as required by California law, violates the
7 provisions of California Labor Code sections 510 and 1198.

8 38. DEFENDANTS also failed to overtime at a regular rate of pay, in violation of
9 Labor Code Sec. 510.

10 39. DEFENDANTS' failure to pay PLAINTIFFS and class members the balance of
11 overtime compensation, as required by California law, violates the provisions of California
12 Labor Code sections 510 and 1198. PLAINTIFFS and class members are entitled to recover
13 their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

14 15 **THIRD CAUSE OF ACTION**

16 **Minimum Wages**

17 **(Labor Code §§ 204, 204b, 1194.2, 1197, 1182.12, 1194, 1197.1, 1198, Wage Order No. 1, 9)**
18 **(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES**
19 **1-10)**

20 40. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
21 and every allegation set forth above.

22 41. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
23 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
24 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
25 fixed is unlawful. Compensable work time is defined in Wage Order Nos. 1 and 9 as "the time
26 during which an employee is subject to the control of an employer, and includes all the time the
27 employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs.
28 tit. 8, § 11090(2)(G) (defining "Hours Worked").

1 42. As described above, DEFENDANTS had a systemic and company-wide practice
2 and policy of refusing and failing to pay any minimum wage to all of the class members.

3 43. DEFENDANTS did not pay at least minimum wages for off-the-clock hours that
4 qualified for overtime premium payment. To the extent that these off-the-clock hours did not
5 qualify for overtime premium payment, DEFENDANTS did not pay at least minimum wages
6 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
7 1194, 1197, 1197.1, and 1198. Accordingly, DEFENDANTS regularly failed to pay at least
8 minimum wages to Plaintiffs and class members for all of the hours they worked in violation of
9 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

10 44. DEFENDANTS' failure to pay PLAINTIFFS and class members minimum
11 wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.
12 PLAINTIFFS and class members are entitled to recover liquidated damages in an amount equal
13 to the wages unlawfully unpaid and interest thereon.

14
15 **FOURTH CAUSE OF ACTION**

16 **Non-Compliant Wage Statements and Failure to Maintain Payroll Records**

17 **(Labor Code §§ 226(a), 1174(d) and 1198)**

18 **(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES**
19 **1-10)**

20 45. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
21 and every allegation set forth above.

22 46. At all relevant times herein, California Labor Code section 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate and complete itemized
24 wage statement in writing, including, but not limited to, the name and address of the legal entity
25 that is the employer, the inclusive dates of the pay period, total hours worked, all applicable
26 rates of pay and other information.

1 47. During the relevant time period, DEFENDANTS have knowingly and
2 intentionally failed and refused to provide PLAINTIFFS and class members wage statements
3 that comply with Labor Code section 226.

4 48. The wage statement deficiencies also include, among other things, failing to list
5 the employee's ID number or last four digits of the employee's social security number. Also,
6 Defendants did not issue wage statements that reflected all hourly rates in effect, for class
7 members.

8 49. The wage statement deficiencies also include, among other things, failing to list
9 total hours worked by employees; failing to list the number of piece-rate units earned and any
10 applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions;
11 failing to list the name of the employee and only the last four digits of his or her social security
12 number or an employee identification number other than a social security number; failing to list
13 the address of the legal entity that is the employer and/or failing to state all hours worked as a
14 result of not recording or stating the hours they worked off-the-clock.

15 50. California Labor Code section 1174(d) provides that "[e]very person employing
16 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or establishments..."
21 During the relevant time period, and in violation of Labor Code section 1174(d),
22 DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFFS and class
23 members showing the daily hours they worked and the wages paid thereto as a result of failing
24 to record the off-the-clock hours that they worked.

25 51. California Labor Code section 1198 provides that the maximum hours of work
26 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
27 forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment
28 of any employees for longer hours than those fixed by the order or under conditions of labor

1 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
2 are required to keep accurate time records showing when the employee begins and ends each
3 work period and meal period. During the relevant time period, DEFENDANTS failed, on a
4 company-wide basis, to keep records of meal period start and stop times for PLAINTIFFS and
5 class members in violation of section 1198. DEFENDANTS had no policy of timekeeping for
6 employee meal breaks. Furthermore, in light of DEFENDANTS’ failure to provide
7 PLAINTIFFS and class members with second 30-minute meal periods to which they were
8 entitled, DEFENDANTS kept no records of meal start and end times for second meal periods.

9 52. PLAINTIFFS and class members are entitled to recover from DEFENDANTS
10 the greater of their actual damages caused by DEFENDANTS’ failure to comply with
11 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
12 dollars (\$4,000) per employee.

13 14 **FIFTH CAUSE OF ACTION**

15 **Denial of Right to Record Inspection and Production**

16 **(Labor Code §§ 226(b) and 1198.5)**

17 **(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES**
18 **1-10)**

19 53. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
20 and every allegation set forth above.

21 54. Under Labor Code Sec. 226(b) “An employer that is required by this code or any
22 regulation adopted pursuant to this code to keep the information required by subdivision (a)
23 shall afford current and former employees the right to inspect or receive a copy of records
24 pertaining to their employment, upon reasonable request to the employer. The employer may
25 take reasonable steps to ensure the identity of a current or former employee. If the employer
26 provides copies of the records, the actual cost of reproduction may be charged to the current or
27 former employee.”

55. Under Labor Code Sec. 1198.5, “(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b)(1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request. . .”

56. DEFENDANTS violated Labor Code Sec. 226(b) and 1198.5 by failing to allow PLAINTIFF and class members from reviewing personnel files and by failing to keep copies of personnel records for employees' review.

SIXTH CAUSE OF ACTION

Violation of Labor Code Secs. 226.7, 512(A) and 1198 (Failure to Provide Meal Periods)
(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES
1-10)

57. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

58. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a) and 1198 were applicable to PLAINTIFFS and class members' employment by DEFENDANTS.

59. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1041-1042.

1 60. At all relevant times herein set forth, California Labor Code section 226.7 and
2 512(a) provide that no employer shall require an employee to work during any meal period
3 mandated by an applicable order of the IWC.

4 61. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
5 the applicable IWC Wage Order also require employers to provide a second meal break of not
6 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
7 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
9 consent of the employer and the employee only if the first meal period was not waived.

10 62. As stated, DEFENDANTS had a company-wide policy of failing and refusing to
11 provide meal periods and rest breaks. Upon information and belief, DEFENDANTS' employees
12 routinely worked more than five (5) hours in any given shift without being provided with a timely
13 uninterrupted meal period. Upon information and belief, DEFENDANTS did not have a
14 compliant meal period policy.

15 63. As also stated, DEFENDANTS had a company-wide policy and/or practice of
16 failing to schedule compliant, duty-free meal periods for employees; as a result, PLAINTIFFS
17 and class members were not relieved of their duties and had to continue to perform their job duties
18 without taking timely, compliant meal periods.

19 64. At all times herein mentioned, DEFENDANTS knew or should have known that
20 as a result of these policies, PLAINTIFFS and class members have been required to perform some
21 of their assigned duties during meal periods and that DEFENDANTS did not pay PLAINTIFFS
22 and class members meal period premium wages when meal periods were late, interrupted, or
23 missed.

24 65. As a result, PLAINTIFFS and class members had to work through some or all of
25 their meal periods, have their meal periods interrupted to return to work, and/or wait extended
26 periods of time before taking meal periods.

27 66. DEFENDANTS have also engaged in a systematic, company-wide practice and/or
28 policy of not paying meal period premiums owed when compliant meal periods are not provided.

1 Because of this practice and/or policy, PLAINTIFFS and class members have not received
2 premium pay for missed meal periods.

3 67. DEFENDANTS' conduct violates the applicable IWC Wage Order, and
4 California Labor Code sections 226.7, 512(a), and 1198. PLAINTIFFS and class members are
5 therefore entitled to recover from DEFENDANTS one (1) additional hour of pay at the
6 employee's regular rate of compensation for each workday that the meal period was not
7 provided.

8
9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code Secs. 226.7 and 1198 (Failure to Provide Rest Breaks)**
11 **(By LOPEZ for himself and as a Class Representative Against DEFENDANTS and DOES**
12 **1-10)**

13 68. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
14 and every allegation set forth above.

15 69. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7 and 1198 were applicable to PLAINTIFFS and class
17 members.

18 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3
23 1/2) hours.

24 71. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. Pursuant to the applicable IWC Wage Order and California Labor
27 Code section 226.7(b), PLAINTIFFS and class members are entitled to recover from
28

1 DEFENDANTS one (1) additional hour of pay at their regular rates of pay for each work day that
2 a required rest period was not provided.

3 72. During the relevant time period, DEFENDANTS' scheduling policies and
4 practices, or lack thereof, prevented PLAINTIFFS and class members from being relieved of all
5 duty in order to take compliant rest periods. DEFENDANTS had no practice of scheduling rest
6 periods for PLAINTIFFS and class members. As a result, PLAINTIFFS and class members would
7 work shifts in excess of 3.5 hours without ten (10) minute rest periods to which they were entitled.

8 73. DEFENDANTS have also engaged in a systematic, company-wide practice and/or
9 policy of not paying rest period premiums owed when rest periods were not provided. Because of
10 this practice and/or policy, PLAINTIFFS and class members have not received premium pay for
11 missed rest periods. Thus, DEFENDANTS denied PLAINTIFFS and class members rest periods
12 and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7
13 and the applicable IWC Wage Order.

14 74. DEFENDANTS' conduct and failure to authorize and permit PLAINTIFFS and
15 class members to take ten (10) minute rest period per each four (4) hour period worked or major
16 fraction thereof violates the applicable IWC Wage Order and California Labor Code sections
17 226.7 and 1198. PLAINTIFFS and class members are therefore entitled to recover from
18 DEFENDANTS one (1) additional hour of pay at the employee's regular rate of compensation
19 for each work day that the rest period was not provided.

20
21 **EIGHTH CAUSE OF ACTION**

22 **Unfair Business Practices (B&P 17200)**

23 **(By LOPEZ for himself and as a Class Representative Against All DEFENDANTS and**
24 **DOES 1-10)**

25 75. PLAINTIFFS incorporate by reference and re-allege as if fully stated herein each
26 and every allegation set forth above.
27
28

1 76. DEFENDANTS are a “person” as defined by California Business & Professions
2 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies and/or
3 associations.

4 77. DEFENDANTS’ conduct, as alleged herein, has been, and continues to be,
5 unfair, unlawful and harmful to PLAINTIFF, class members, and to the general public.
6 PLAINTIFF has suffered injury in fact and have lost money as a result of DEFENDANTS’
7 unlawful business practices. Plaintiffs seek to enforce important rights affecting the public
8 interest within the meaning of Code of Civil Procedure section 1021.5.

9 78. DEFENDANTS’ activities, as alleged herein, are violations of California law,
10 and constitute unlawful business acts and practices in violation of California Business &
11 Professions Code sections 17200, *et seq.*

12 79. A violation of California Business & Professions Code sections 17200, *et seq.*
13 may be predicated on the violation of any state or federal law. In the instant case,
14 DEFENDANTS’ policies and practices have violated state law in at least the following respects:

- 15 a. Willfully failing to pay class members in a timely manner upon their discharge,
16 termination, layoff, resignation in compliance with Labor Code Secs. 201, 202,
17 and 203.
- 18 b. Failing to pay 30 days wages to class members who were not timely issued
19 wages upon the end of their employment in accordance with Labor Code Sec.
20 203.
- 21 c. Failing to issue accurate, itemized wage statements to class members that
22 complied with Labor Code Sec. 226.
- 23 d. Failing to pay overtime to class members at the regular rate of pay in violation of
24 Labor Code Secs. 510 and 1198;
- 25 e. Failing to pay at least minimum wages for all hours worked in violation of Labor
26 Code Secs. 1182.12, 1194, 1197, 1197.1, and 1198.
- 27 f. Failing to allow inspection of personnel records in violation of Labor Code Secs.
28 226(b) and 1198.5.

80. Pursuant to California Business & Professions Code sections 17200 et seq., PLAINTIFF and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 201, 202, 203, and 226 of the Labor Code during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring DEFENDANTS to pay all statutory benefits implemented by section 201, 202, 203, and 226 of the Labor Code due to Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, et seq.

(Against All DEFENDANTS and DOES 1-10)

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

82. This Seventh Cause of Action is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“PAGA”) to recover civil penalties on behalf of PLAINTIFFS, the State of California, and other current and former non-exempt employees who worked for DEFENDANTS in California and were classified by DEFENDANTS at any time between one year prior to the filing of PLAINTIFFS’ Notice to the Labor and Workforce Development Agency (“LWDA”) and the date of Judgment. Such individuals are referred to herein as “aggrieved employees.”

83. California Labor Code sections 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) authorizes aggrieved employees like PLAINTIFF to sue as private attorneys general their current or former employers (and those acting on behalf of such employers) for civil penalties for violations of various provisions of the California Labor Code and applicable IWC Wage Orders as well as local laws.

84. On or about March 16, 2021, PLAINTIFF provided written notice by online filing to the LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the

1 alleged violations, in accordance with California Labor Code section 2699.3. PLAINTIFF paid
2 the applicable filing fee of seventy-five dollars (\$75.) That same day, the LWDA PAGA
3 Administrator confirmed receipt of PLAINTIFF's written notices and assigned PLAINTIFFS a
4 case number of LWDA-CM-826090-21.

5 85. As of the filing date of this First Amended Complaint, over 65 days have passed
6 since PLAINTIFF sent a Notice to the LWDA and the LWDA has not responded that it intends
7 to investigate PLAINTIFF's claims.

8 86. Thus, PLAINTIFF has satisfied the administrative prerequisites under California
9 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS
10 for violations of the California law described herein.

11 87. DEFENDANTS, at all times relevant to this Complaint, were employers or
12 persons acting on behalf of an employer who violated PLAINTIFF and other aggrieved
13 employees' rights by violating various sections of the California Labor Code and other law.

14 88. California Labor Code §§ 2698 et seq. ("PAGA") permits PLAINTIFF to
15 recover for civil penalties for the violation(s) of the Labor Code sections enumerated in Labor
16 Code section 2699.5. Section 2699.5 enumerates Labor Code Labor Code sections 201, 202,
17 203, 204, 204b, 210, 221, 226(a), 226.3, 226.7, 226.8, 256, 510, 510(a), 512, 558, 1174(d),
18 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198, 1198.5, 2802, 2810.5, California Wage
19 Order Nos. 1 and 9, PLAINTIFF and aggrieved employees are entitled to recover civil penalties
20 pursuant to PAGA for violations of these sections.

21 89. DEFENDANT'S conduct, as alleged herein and above, violates numerous
22 sections of the California Labor Code and other laws, including, but not limited to, the
23 following:

- 24 g. Violation of Labor Code Sec. 226.8, which makes it unlawful, for example, for "any
25 person or employer" to willfully misclassify an employee as an independent
26 contractor, charging such individuals a fee or making deductions for various
27 expenses and various other acts;

- 1 h. Violation Labor Code Sec. 2810.5 by failing to provide PLAINTIFFS and class
2 members written notice of information required by that Section;
- 3 i. Violation of Labor Code Secs. 510 and 1198 and the IWC Wage Order by, among
4 other things, failing to pay PLAINTIFFS and the aggrieved employees a premium
5 rate for all overtime work;
- 6 j. Violation of Labor Code Sec. 2802 by failing to reimburse PLAINTIFFS and the
7 aggrieved employees for all business expenses incurred by them, by purposefully
8 requiring PLAINTIFFS and the aggrieved employees to pay for DEFENDANTS'
9 business expenses, and by stealing the aggrieved employees money to cover
10 DEFENDANT'S business expenses;
- 11 k. Violation of Labor Code Secs. 204, 204b, 1182.12, 1194, 1194.2, 1197, 1197.1,
12 1198, which requires employers to pay employees minimum wages as set by the law.
13 DEFENDANTS failed to pay the aggrieved employees minimum wages routinely
14 and as a matter of policy;
- 15 l. Violation of Labor Code Secs. 226.7, 512 and 1198 and IWC Wage Order Nos. 5
16 and 7 for failing to provide aggrieved employees thirty-minute meal periods prior to
17 each five (5) hour period of work, and failing to authorize and permit aggrieved
18 employees to take rest breaks for each four-hour period of work;
- 19 m. Violation of Labor Code Secs. 226, 226(A), 1174, and 1198 and Wage Order Nos. 1
20 or 9 for failing to provide accurate itemized wage statements to aggrieved employees
21 that reflected, for example a proper hourly rate, the beginning and ending dates of
22 the pay period, the hours worked by the aggrieved employees, the amount of
23 overtime worked by aggrieved employees and other required items of information.
24 DEFENDANTS failed to keep proper records of the aggrieved employees and their
25 work, failed to keep proper time and payroll records;
- 26 n. Violation of Labor Code Sec. 204 by failing to pay aggrieved employees during
27 regular payroll periods required by that section;
- 28

1 o. Violation of Labor Code Secs. 201, 202 and 203 by failing to pay aggrieved
2 employees all wages owed including wages owed upon discharge.

3 90. For violation of Labor Code Sec. 226.8, “the person or employer shall be subject
4 to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
5 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines
6 permitted by law.” (Subdivision (b)). Also, if there is a “pattern or practice of these violations,
7 the person or employee shall be subject to a civil penalty of not less than ten thousand dollars
8 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
9 addition to any other penalties or fines permitted by law.” DEFENDANTS violated Labor Code
10 Sec. 226.8 as a matter of company policy by willfully misclassifying employees.

11 91. DEFENDANTS are subject to a civil penalty under Labor Code Sec. 558 for \$50
12 for each “underpaid employee for each pay period for which the employee was underpaid in
13 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation,
14 [\$100] for each underpaid employee for each pay period for which the employee was underpaid
15 in addition to an amount sufficient to recover underpaid wages. . .”

16 92. DEFENDANTS knew or should have known of these systemic violations of the
17 law, as described above. PLAINTIFFS and the aggrieved employees are entitled to recover
18 civil penalties pursuant to Labor Code Secs. 2698, 2699(a), (f)-(g).

19 93. Under Labor Code § 2699, “(f) For all provisions of this code except those for
20 which a civil penalty is specifically provided, there is established a civil penalty for a violation
21 of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not
22 employ one or more employees, the civil penalty is five hundred dollars (\$500). (2) If, at the
23 time of the alleged violation, the person employs one or more employees, the civil penalty is
24 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
25 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation.

27 94. PLAINTIFF and aggrieved employees are entitled to penalties under PAGA in
28 an amount according to proof.

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PLAINTIFF requests a trial by jury.

INDIVIDUAL PRAYER FOR RELIEF

WHEREAS, Plaintiff LOPEZ hereby prays judgment against DEFENDANTS, and each of them, as follows:

1. For compensatory general and special economic and non-economic damages as allowed in law;
2. For punitive damages as allowed in law;
3. For prejudgment and postjudgment interest on all sums as allowed by law including but not limited to Labor Code §218.6;
4. Unpaid wages, interest, reasonable attorney's fees and costs under Labor Code §1194;
5. For costs, expenses, expert witness fees and reasonable attorney fees as allowed by law, including but not limited to Labor Code §218.5;
6. For such other and further equitable and/or legal relief as the Court deems just and proper.

CLASS PRAYER FOR RELIEF

PLAINTIFF, on behalf of all others similarly situated, prays for relief and judgment against DEFENDANTS, jointly and severally, as follows:

7. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. PLAINTIFFS reserve the right to amend their prayer for relief to seek a different amount.

Class Certification

8. That this case be certified as a class action;
9. That ANTHONY LOPEZ be appointed as the representative of the Class and any subclasses;
10. That counsel for LOPEZ be appointed as class counsel.

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

2 11. Labor Code sections 201, 202, and 203 by willfully failing to pay wages owed at
3 the time of termination of the employment of PLAINTIFF and terminated class members;

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

6 13. For waiting time penalties according to proof pursuant to California Labor Code
7 section 203 for all employees who have left DEFENDANTS employ;

8 14. For pre-judgment interest on any unpaid wages from the date such amounts were
9 due, or as otherwise provided by law;

10 15. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 16. For such other and further relief as the Court may deem equitable and
13 appropriate.

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

15 17. That the Court declare, adjudge and decree that DEFENDANTS failed to
16 PLAINTIFF and class members overtime at the regular rate of pay.

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

19 19. For injunctive relief pursuant to California Labor Code section 226(h);

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

21 21. For attorney's fees and costs pursuant to California Labor Code sec. 226(e)(1);
22 and

23 22. For such other and further relief as the Court may deem equitable and
24 appropriate.

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

26 23. That the Court declare, adjudge and decree that DEFENDANTS violated
27 California Labor Code sections 204, 204b, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, Wage
28 Order Nos. 1 or 9.

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

3 25. For pre-judgment interest on any unpaid compensation from the date such amounts
4 were due, or as otherwise provided by law;

5 26. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code sections 1194(a) and 218.5;

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

8 28. For such other and further relief as the Court may deem equitable and appropriate.

9 **As to the Fourth Cause of Action**

10 29. That the Court declare, adjudge and decree that DEFENDANTS violated
11 California Labor Code sections 226(a), 1174(d), 1198 and applicable IWC Wage Orders as to
12 PLAINTIFFS and class members, and willfully failed to provide accurate itemized wage
13 statements thereto;

14 30. For all actual, consequential and incidental losses and damages, according to
15 proof;

16 31. For injunctive relief pursuant to California Labor Code section 226(h);

17 32. For statutory penalties pursuant to California Labor Code section 226(e);

18 33. For attorneys' fees and costs pursuant to California Labor Code section
19 226(e)(1); and Labor Code section 218.5;

20 34. For such other and further relief as the Court may deem equitable and
21 appropriate.

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

23 35. That the Court declare, adjudge and decree that DEFENDANTS violated
24 California Labor Code sections 226(b) and 1198.5 by failing to provide Plaintiff and class
25 members copies of personnel files to them upon request and by failing to keep copies of
26 personnel records for employees' review.

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

- 1 37. For injunctive relief pursuant to California Labor Code section 226(h);
2 38. For statutory penalties pursuant to California Labor Code section 226(e);
3 39. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and Labor Code section 218.5;
5 40. For statutory penalties pursuant to California Labor Code section 1198.5;
6 41. For such other and further relief as the Court may deem equitable and
7 appropriate.

8
9 **As to the Sixth Cause of Action**

10 42. That the Court declare, adjudge and decree that DEFENDANTS violated
11 California Labor Code sections 226.7, 512 and 1198 and the applicable IWC Wage Order by
12 failing to provide meal periods and failing to pay a premium for any missed, delayed or
13 shortened meal periods.

14 43. That the Court make an award to PLAINTIFFS and class members of one (1)
15 hour of pay at each employee's regular rate of pay for each workday that a meal period was not
16 provided;

17 44. For all actual, consequential and incidental losses and damages, according to
18 proof;

19 45. For statutory penalties and unpaid premiums pursuant to California Labor Code
20 section 226.7;

21 46. For prejudgment interest on any unpaid meal period from the date such amounts
22 were due, or as otherwise provided by law; and

23 47. For attorneys' fees and costs pursuant to California Labor Code section 218.5;

24 48. For such other and further relief as the Court may deem equitable and appropriate.
25

26 **As to the Seventh Cause of Action**
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49. That the Court declare, adjudge and decree that DEFENDANTS violated California Labor Code sections 226.7, and 1198 and the applicable IWC Wage Order by failing to authorize and permit LOPEZ and class members to take rest breaks;

50. That the Court make an award to PLAINTIFFS and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that one or more rest breaks were not provided;

51. That LOPEZ and class members are paid for the rest break time that DEFENDANTS unlawfully deducted;

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

53. For statutory penalties and unpaid premiums pursuant to California Labor Code section 226.7;

54. For prejudgment interest on any unpaid meal period from the date such amounts were due, or as otherwise provided by law; and

55. For attorneys' fees and costs pursuant to California Labor Code section 218.5;

56. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Act

57. That the Court declare, adjudge and decree that DEFENDANTS' conduct of failing to provide LOPEZ and class members all overtime wages due to them, failing to provide LOPEZ and class members all minimum wages due to them, failing to provide LOPEZ and class members all meal and rest periods, failing to provide LOPEZ and class members accurate and complete wage statements, failing to maintain accurate payroll records for LOPEZ and class members, failing to timely pay LOPEZ and class members all earned wages during employment, failing to reimburse LOPEZ and class members for business-related expenses, failing to pay LOPEZ and class members for sick pay at the regular rate of pay, failing to maintain employment-related records, failing to pay all vested vacation time (Labor Code 227.3), and failing to provide written notice of information material to employment, constitutes an unlawful

1 business practice in violation of California Business and Professions Code sections 17200, et
2 seq;

3 58. For restitution of unpaid wages to LOPEZ and class members and prejudgment
4 interest from the day such amounts were due and payable;

5 59. For the appointment of a receiver to receive, manage and distribute any and all
6 funds disgorged from DEFENDANTS and determined to have wrongfully acquired by
7 DEFENDANTS as a result of violations of California Business and Professions Code sections
8 17200 et seq.

9 60. For reasonable attorney fees and costs of suit incurred herein pursuant to
10 California Code of Civil Procedure section 1021.5; and

11 61. For such other and further relief as the Court may deem equitable and appropriate.
12

13 **As to the Ninth Cause of Action**

14 62. That the Court declare, adjudge and decree that DEFENDANTS violated the
15 following California Labor Code provisions as to PLAINTIFF and/or other Aggrieved
16 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 512 and 1198
17 (by failing to provide all meal and rest periods); 226.8 (by willfully misclassifying employees);
18 226 (by failing to provide accurate wage statements); 226, 1174(d) and 1198 (by failing to
19 maintain accurate and complete payroll records); 201, 202, 203 (by failing timely to pay all
20 earned wages upon termination); 204 (by failing timely to pay all earned wages during
21 employment); 226(b) (by failing to produce and/or permit inspection of records); 204, 204b,
22 1182.12, 1194, 1197, 1197.1, and 1198 and wage orders 1 and 9 (by failing to pay all minimum
23 wages owed); 1198.5 (by failing to provide copies of personnel records no later than 30 days
24 from the date Defendants received a written request); and 2802 (by failing to reimburse
25 employees for business expenses necessarily incurred); 2810.5 (by failing to provide written
26 notice of information);

27 63. For civil penalties pursuant to California Labor Code sections 210, 226.3, 558,
28 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code sections

201, 202, 203, 204, 226(a), 226(b), 226.8, 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198, 1198.5, 2810.5 and 2802;

64. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 226.8, 226.3, 226(a), 226(b), 226.7, 432, 510, 512(a), 1174(d), 1197, 1197.1, 1182.12, 1194, 1198, 1198.5, 2810.5 and 2802;

65. For pre-judgment and post-judgment interest as provided by law; and For such other and further relief as the Court may deem equitable and appropriate.

WORKPLACE RIGHTS LAW GROUP, LLP

Dated: June 6, 2023

By: 

THEODORE S. KHACHATURIAN

Attorneys for Plaintiff,

ANTHONY LOPEZ