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on behalf of himself and all others similarly situated

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

BRENDA FELIX on behalf of himself and all
others similarly situated

Plaintiff,

vs.

DEL TACO RESTAURANTS, INC a Delaware
corporation and DOES 1 through 50, inclusive,
Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Reimburse Employee
Expenses**
- 5) Failure to Timely Pay Wages During
Employment**
- 6) Failure to Timely Pay Wages At
Termination**
- 7) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 8) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

Named Plaintiff alleges as follows

I.

INTRODUCTION

1. Plaintiff BRENDA FELIX (“Plaintiff”) asserts the following Class Action claims, pursuant to Code of Civil Procedure section 382, against Defendants DEL TACO RESTAURANTS, INC (hereinafter “DEL TACO”), and Does 1 through 50 inclusive, (collectively “Defendants”)

2. Plaintiff bring this class action on behalf of herself and all similarly situated employees not classified as “Exempt” or primarily employed in executive, professional, or administrative capacities, employed by, or formerly employed by Defendants in California as shift managers, assistant managers and similar positions. (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

3. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt Employees were, amongst other statutory violations not paid all lawful wages owed; not provided compliant rest and meal periods; not provided accurate itemized wage statements; not reimbursed employee expenses, and not paid timely wages during their employment and/or at termination.

4. Plaintiff on behalf of herself and Non-Exempt Employees, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 210, 226.7, 246, 510, 512, 558, 1194, 1198, 1199, 2802 Title 8, Section 11070, any other applicable Industrial Welfare Commission (“IWC”) Wage Orders seeking unpaid lawful wages, unpaid rest and meal period compensation, expense reimbursements, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

II.

VENUE

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conduct substantial and continuous commercial activities in Riverside County and each Defendant is within the jurisdiction of this Court for service of

process purposes. Defendant employ numerous Class Members in Riverside County, California.

6. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

III.

PARTIES

7. On information and belief, DEL TACO is a fast food restaurant chain operating throughout California and the United States.

8. On information and belief, DEL TACO, headquartered in Lake Forest, California, owns and operates a chain of fast food restaurants throughout California and the United States.

9. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

11. Plaintiff was employed by Defendants a shift manager on or about November 2014. Plaintiff occupied said non- exempt, hourly position until the last day of her employment on or about September 20, 2020.

12. As a shift manager, Plaintiff's job duties included, but were not limited to, overseeing and assisting employees hired by Defendant, providing customer service, cleaning,

1 checking inventory.,

2 13. During the relevant time period, Plaintiff and Non Exempt Employees typically
3 worked five to six days a week. During their scheduled work days, Plaintiff and Class Members
4 were typically scheduled to work eight (8) hour shifts but at times also worked shifts greater than
5 ten (10) hours.

6 14. During the relevant time period, Defendants implemented policies and practices
7 which resulted in Plaintiff and Non Exempt Employees working off the clock and without
8 compensation. For instance, before the scheduled start of their shifts, Plaintiff and Non Exempt
9 Employees were required to arrive at the work site and among other duties, perform inventory.
10 By way of example, Plaintiff typically arrived at the worksite on average between thirty (30)
11 minutes to forty five (45) minutes before the scheduled start of her shifts to perform her required
12 pre shift opening duties such as inventory. Plaintiff was not compensated for the work performed
13 “off the clock” prior to the scheduled start of the shift.

14 15. During the relevant time period, there were times after the scheduled end of their
15 shift that Plaintiff and Non Exempt Employees were also required to perform work “off the
16 clock” without compensation. For instance, depending on which shift Plaintiff was scheduled to
17 work, she was frequently required to stay after her shift “off the clock” to perform end of shift
18 duties, including but not limited to counting the cash drawers, taking out the trash, and sweeping.
19 Plaintiff also spent approximately three hours each week creating schedules for employees off the
20 clock.

21 16. During the relevant time period Plaintiff and similarly situated Non Exempt
22 Employees received service awards which are non- discretionary bonus payments for their years
23 of employment with Defendants. Defendants did not include the bonus payment in the regular
24 rate of pay and thus underpaid overtime compensation paid to Plaintiff and similarly situated
25 Non Exempt Employees.

26 17. During the relevant time period, Plaintiff and Non-Exempt Employees were
27 required to use their personal vehicles in performance and execution of their duties. By way of
28 example, they were required to drive their personal vehicles to obtain supplies for the restaurant

multiple times each week, for which they received no mileage pay.

18. During the relevant time period, Defendant failed to reimburse employees for the required use of their personal cell phones. By way of example, all employees of Defendant were required to download a phone app called “DayForce” to access their schedules among other things, and were not reimbursed for that usage.

19. During the relevant time period, Plaintiff and Non Exempt Employees were continuously required to use their personal cell phones in the execution of their duties and work related activities outside of work hours, for which they received no reimbursement or compensation. For instance, management communicated with Plaintiff daily via her cell phone, even on days she was not scheduled and was expected to participate in company surveys off the clock. The General Manager also expected Plaintiff to use her cell phone to call customers to inquire about their experience at the restaurant.

20. During the relevant time period, Plaintiff and non exempt employees were not provided adequate seating during their shifts. For example, Plaintiff’s duties included performing cashier duties, and was stationed at the cash register without a chair or stool.

21. During the relevant time period, due to the demands of the work shifts, Plaintiff and Non-Exempt Employees were frequently required to work in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute by the end of the fifth hour of their shift and/or in excess of ten (10) hours without a second 30 minute meal period by the end of the tenth hour of their shift. Plaintiff and, on information and belief, Non Exempt Employees were not paid one (1) hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

22. During the relevant time period, Plaintiff and Non-Exempt Employees were not provided a second 30 minute meal period when they worked in excess of ten hours in a shift. Plaintiff and, on information and belief, Non Exempt Employees were not paid one (1) hour of pay at their regular rate of compensation for each workday that a compliant second meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

23. During the relevant time period, due to the demands of the work shifts, as

discussed herein, Plaintiff and Non Exempt Employees were required to work without being permitted or authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided, in violation of California labor laws, regulations, and IWC Wage Orders.

24. On information and belief, Defendants willfully failed to pay all earned wages in a timely manner to Non Exempt Employees during their employment and at the termination of their employment all compensation due, including but not limited to all wages owed and compensation for having failed to properly provide rest periods and meal periods.

25. Defendant have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendant currently employ and during the relevant period have employed over one hundred (100) Non Exempt Employees in California.

27. Non-Exempt Employees employed by Defendants, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

V.

CLASS ALLEGATIONS

28. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and who occupied positions of shift manager, assistant manager and similar positions within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

29. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

1 a. All Class Members in the state of California who were not accurately
2 and fully paid all lawful wages owed to them including proper minimum wage and/or overtime
3 compensation for all their hours worked;

4 b. All Class Members in the state of California who received non
5 discretionary bonus and/or compensation including but not limited to service awards.

6 c. All Class Members in the state of California who have not been provided
7 compliant 30 minute meal period when they worked over five hours in a work shift by the end of
8 the fifth hour and were not provided compensation in lieu thereof;

9 c. All Class Members in the state of California who have not been provided
10 a compliant second 30 minute meal period when they worked over ten hours in a work shift by
11 the end of the tenth hour and were not provided compensation in lieu thereof;

12 d. All Class Members in the state of California who, within the liability
13 period, have not been authorized and permitted to take a minimum ten (10) minute rest period
14 for every four (4) hours or major fraction thereof worked per day and were not provided
15 compensation in lieu thereof;

16 e. All Class Members in state of California who, within the liability period,
17 were not indemnified for expenses incurred in direct consequence of the discharge of their duty;

18 g. All Class Members in the state of California who, within the liability
19 period, were not timely paid all wages due and owed to them during their employment with
20 Defendant;

21 h. All Class Members in the state of California who, within the liability
22 period, were not timely paid all wages due and owed to them upon the termination of their
23 employment with Defendant; and

24 i. All Class Members in the state of California who, within the liability
25 period, were not provided with accurate and complete itemized wage statements.

26 30. Plaintiff also seeks to represent a class comprised of and defined as: All persons
27 who are employed or have been employed to work in Defendants' restaurants in the state of
28 California during the liability period who were required to use their phones and/or personal

1 devices in the performance of any job related duties and were not reimbursed by Defendants for
2 the use of said devices.

3 31. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
4 or modify the class description with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 32. This action has been brought and may properly be maintained as a class action
7 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
8 defined community of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 33. The potential members of the Class as defined are so numerous that joinder of all
11 the members of the Class is impracticable. While the precise number of Class Members has not
12 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
13 and/or during the relevant time period employed, approximately over 100 Non-Exempt
14 Employees in California who are or have been affected by Defendants' unlawful practices as
15 alleged herein.

16 **B. Commonality**

17 34. There are questions of law and fact common to the Class predominating over any
18 questions affecting only individual Class Members. These common questions of law and fact
19 include, without limitation:

20 i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC
21 Wage Orders by failing to pay all earned wages including correct overtime compensation
22 to Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or
23 more than forty (40) hours in a workweek;

24 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
25 failing to pay minimum wages for time spent under the Defendants' control and working
26 "off the clock" without pay;

27 iii. Whether Defendant violated Labor Code sections 226.7, 512 and applicable IWC
28 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-

- 1 Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours
2 and failing to compensate said employees one hour wages in lieu of meal periods;
- 3 iv. Whether Defendant violated Labor Code section 226.7 and applicable IWC Wage
4 Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
5 Exempt Employees for every four hours or major fraction thereof worked and failing to
6 compensate said employees one hours wages in lieu of rest periods;
- 7 v. Whether Defendant violated Labor Code section 2802 and applicable IWC Wage
8 Orders for failing to indemnify employees for the expenditures incurred as a direct
9 consequence and/or in the performance of their job duties);
- 10 vi. Whether Defendant violated section 204 of the Labor Code by failing to pay all
11 earned wages and/or premium wages due during their employment with Defendants;
- 12 vii. Whether Defendant violated sections 201-203 of the Labor Code by failing to pay
13 all earned wages and/or premium wages due and owing at the time that any Class
14 Members' employment with Defendant terminated.;
- 15 viii. Whether Defendant violated sections 226 of the Labor Code and applicable IWC
16 Wage Orders by failing to, among other violations, maintain accurate records of Non-
17 Exempt Employees' earned wages, work periods, meal periods and deductions;
- 18 ix. Whether Defendant violated section 17200 *et seq.* of the Business and Professions
19 Code through their violation of the above-referenced Labor Code and Civil Code sections
20 and applicable IWC Wage Orders which violation constitutes a violation of fundamental
21 public policy.

22 **C. Typicality**

23 35. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
24 and all members of the Class sustained injuries and damages arising out of and caused by
25 Defendant's common course of conduct in violation of California laws, regulations, and statutes
26 as alleged herein.

27 **D. Adequacy of Representation**

28 36. Plaintiff will fairly and adequately represent and protect the interests of the

members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

38. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.
CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages
(Lab. Code §§ 510, 1194 1199)
(Against All Defendants)

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

40. As alleged herein, during the statutory liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime in violation of California state wage and hour laws.

41. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's correct regular rate of pay.

42. As alleged herein, during the statutory liability period, Plaintiff and Class Members earned non- discretionary bonus payments which were not factored into the regular rate of pay for purposes of calculating overtime compensation paid to Plaintiff and Non Exempt Employees.

43. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent under Defendants' control and working off the clock without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

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

46. As alleged herein, by their failure to provide Plaintiff and Non Exempt Employees a 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and/or a second uninterrupted 30 minute meal period by the end of the tenth hour on days in which they worked in excess of 10 hours and not providing compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

47. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

1 48. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
2 represent have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
4 §226.7.

5 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
6 described herein and below.

7 **Third Cause of Action**
8 Failure to Provide Rest Periods
9 Or Compensation in Lieu Thereof
10 (Lab. Code §§226.7, IWC Wage Orders)
11 (Against All Defendants)

12 50. Plaintiff repeats and incorporates herein by reference each and every allegation set
13 forth above, as though fully set forth herein.

14 51. As alleged herein, by their failure to provide a minimum ten (10) minute rest
15 period for every four hours or major fraction thereof worked per day by Non Exempt Employees,
16 and failing to provide compensation for such non-provided rest periods, as alleged above,
17 Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable
18 Wage Orders.

19 52. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
20 represent have been deprived of premium wages in amounts to be determined at trial, and are
21 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
22 §226.7.

23 53. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
24 described herein and below.

25 **Fourth Cause of Action**
26 Failure to Reimburse Employee Expenses
27 (Lab. Code § 2802)
28 (Against All Defendants)

29 54. Plaintiff repeats and incorporates herein by reference each and every allegation set
30 forth above, as though fully set forth herein.

31 55. As alleged herein, by their policy and/or practice of not providing adequate

1 reimbursement for expenses incurred by Plaintiff and Non Exempt Employees as a direct
2 consequence of their job duties, Defendants willfully violated the provisions of Lab. Code §
3 2802.

4 56. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
5 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
6 fees, and costs, under Labor Code§ 2802.

7 57. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
8 described herein and below.

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10 **Fifth Cause of Action**
11 Failure to Timely Pay Wages During Employment
12 (Lab. Code § 204)
(Against All Defendants)

13 58. Plaintiff repeats and incorporates herein by reference each and every allegation set
14 forth above, as though fully set forth herein.

15 59. Labor Code section 204 requires that all wages are due and payable twice in each
16 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections
17 became due and payable to Plaintiff and Class Members in each month that he or she was not
18 paid all lawful wages owed or provided with lawful meal period or rest period to which he or she
19 was entitled. Defendants violated Lab. Code §204 by failing to pay said wages when they were
20 due and payable.

21 60. Labor Code section 210 (a) provides that “In addition to, and entirely independent
22 and apart from, any other penalty provided in this article, every person who fails to pay
23 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
24 205.5, and 1197.5, shall be subject to a penalty as follow:

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

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

61. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties.

62. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Sixth Cause of Action

Failure to Timely Pay Wages Due At Termination

(Lab. Code §§ 201-203)

(Against All Defendants)

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

64. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

65. As alleged herein, affected class members are entitled to compensation for all forms of wages earned, including, overtime compensation , minimum wage, wages and compensation for non provided rest and meal periods but to date have not received such compensation therefore entitling them Labor Code section 203 penalties.

66. More than 30 days have passed since Plaintiff and affected Class Members have left Defendants' employ, and on information and belief, have not received payment pursuant to Labor Code §203. As a consequence of Defendant's willful conduct in not paying all earned wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for failure to pay legal wages.

67. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

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Knowing and Intentional Failure to Comply With Itemized Employee
Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

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

69. Section 226(a) of the California Labor Code requires Defendant to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendant to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and the members of the proposed class. On information and belief, Defendant has failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226

70. As alleged herein, Plaintiff and Class Members have been injured by Defendant's actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

71. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violations.

72. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

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Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

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

74. Business & Professions Code Section 17200 provides:
As used in this chapter, unfair competition shall mean and include any **unlawful**, **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or

misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

75. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

76. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

77. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

78. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiffs Class as a result of the business acts and practices described herein

79. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §§203, 204;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 1194,2802
7. For such other and further relief as the Court deems just and proper.

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Dated: June 18, 2021


Isandra Y. Fernandez
Kacey E. Cook
Attorneys for Plaintiff
Brenda Felix