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County of Los Angeles

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Sherril R. Carter, Executive Officer/Clerk of Court

By: Tanya Herrera, Deputy

Jonathan M. Genish (CA State Bar No. 259031)
jgenish@blackstonepc.com
Jill J. Parker (CA State Bar No. 274230)
jparker@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROSARIO RUIZ, individually, and on behalf of
other members of the public similarly situated and
on behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act;
CAROL QUINTANILLA, individually, and on
behalf of other members of the public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

POWER BRANDS CONSULTING, LLC,
California limited liability company; and DOES 1
through 25, inclusive.

Defendants.

Case No. **21STCV26574**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §§ 2698,
ET SEQ.**

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages);
2. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
3. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
4. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code §§ 201, 202, 203 (Wages Not Timely Paid Upon Termination);
6. Violation of California Labor Code § 226(a) (Failure to Issue Compliant Wage Statements);
7. Violation of California Labor Code §§ 2800, et seq. (Unreimbursed Business Expenses);
8. Violation of California Business and Professions Code §§ 17200, et seq;
9. Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiff ROSARIO RUIZ and Plaintiff CAROL QUINTANILLA (collectively, “Plaintiffs”), individually and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for each plaintiff, including claims for compensatory damages, penalties, interest, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento.

THE PARTIES

5. Plaintiff ROSARIO RUIZ is an individual who resides in Los Angeles County, California.

6. Plaintiff CAROL QUINTANILLA is an individual who resides in Los Angeles County, California.

7. At all times herein mentioned, Defendant POWER BRANDS CONSULTING, LLC, an unknown business entity, was and is, upon information and belief, an employer whose employees are engaged in the State of California, including the County of Los Angeles.

1 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
2 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
3 serve such fictitiously named Defendants once their names and capacities become known.

4 9. Plaintiffs are informed and believes, and based thereon alleges, that each and all of the
5 acts and omissions alleged herein were performed by, or are attributable to POWER BRANDS
6 CONSULTING, LLC and/or DOES 1 through 25 (collectively “Defendants”), each acting as the
7 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
8 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
9 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants represent
10 and were in accordance with Defendants’ official policy.

11 10. At all relevant times, Defendants were the employer of Plaintiff within the meaning of
12 all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
13 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
14 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

15 11. At all relevant times, Defendants, and each of them, ratified each and every act or
16 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
17 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
18 alleged.

19 12. Plaintiffs are informed and believes, and based thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 **CLASS ACTION ALLEGATIONS**

23 13. Plaintiffs bring this lawsuit as a class action on behalf of herself and all others similarly
24 situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382.
25 The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
26 requirements under California Code of Civil Procedure section 382.

27 14. The proposed class is defined as follows:
28

1 All current and former non-exempt and/or hourly-paid employees who worked for
2 Defendants in the State of California at any time during the period from four years prior
3 to the filing of this complaint until final judgment and who are residents of the State of
4 California.

5 15. Plaintiffs reserve the right to establish additional subclasses as appropriate.

6 16. There is a well-defined community of interest in the litigation and the Class is easily
7 ascertainable.

8 17. The Class is so numerous that the individual joinder of all its members is impracticable.
9 While the exact number and identities of class members are unknown to Plaintiffs at this time, the
10 exact numbers of class members and their identities can be ascertained through appropriate discovery
11 from records maintained by Defendants and their agents.

12 18. Common questions of fact and law exist as to all class members, which predominate
13 over any questions affecting only individual members of the Class. The common legal and factual
14 questions which do not vary from class member to class member and which may be determined
15 without reference to the individual circumstances of any class member include, but are not limited to,
16 the following:

- 17 i. Whether Defendants' failure to pay wages, without abatement or reduction, in
18 accordance with the California Labor Code, was willful;
- 19 ii. Whether Defendants had a policy and practice of failing to pay their hourly-paid
20 and/or non-exempt employees in the State of California for all hours worked, and for
21 all missed, short, late, and/or interrupted meal periods and rest breaks in violation of
22 California law;
- 23 iii. Whether Defendants failed to pay overtime wages to Plaintiffs and the other class
24 members for all overtime hours worked;
- 25 iv. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class
26 members for all hours worked;
- 27 v. Whether Defendants failed to pay all wages due to Plaintiffs and the other class
28 members within the required time upon their discharge or resignation;

- vi. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- vii. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- viii. Whether Defendants failed to keep complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- ix. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- x. Whether Defendants' conduct was willful or reckless;
- xi. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiii. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

19. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other class members she seeks to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

20. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint,

1 presents fewer management difficulties, conserves the resources of the parties and of the court system,
2 and protects the rights of each class member.

3 21. Certification of this lawsuit as a class action will advance public policy objectives.
4 Employers of this great state violate employment and labor laws every day. Current employees are
5 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions
6 provide the class members who are not named in the complaint anonymity that allows for the
7 vindication of their rights.

8 **PAGA ALLEGATIONS**

9 22. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by
10 Defendants.

11 23. At all times set forth herein, PAGA provides that any provision of law under the
12 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
13 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
14 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
15 brought by an aggrieved employee on behalf of herself and other current or former employees pursuant
16 to procedures outlined in California Labor Code section 2699.3.

17 24. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
18 any person that was employed by the alleged violator and against whom one or more of the alleged
19 violations was committed.

20 25. Plaintiff ROSARIO RUIZ was employed by Defendants and the alleged violations
21 were committed against her during her time of employment and she is, therefore, an aggrieved
22 employee.

23 26. Plaintiff CAROL QUINTANILLA was employed by Defendants and the alleged
24 violations were committed against her during her time of employment and she is, therefore, an
25 aggrieved employee.

26 27. Plaintiffs and the other employees are "aggrieved employees" as defined by California
27 Labor Code section 2699(c) in that they are current or former employees of Defendants and one of
28 more of the alleged violations were committed against them.

1 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
2 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
3 have been met:

4 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
5 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
6 of the Labor Code alleged to have been violated, including the facts and theories
7 to support the alleged violations.

8 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
9 and the aggrieved employee by certified mail that it does not intend to investigate
10 the alleged violation within sixty (60) calendar days of the postmark date of the
11 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
12 not provided within sixty five (65) calendar days of the postmark date of the
13 Employee’s Notice, the aggrieved employee may commence a civil action
14 pursuant to California Labor Code section 2699 to recover civil penalties in
15 addition to any other penalties to which the employee may be entitled.

16 29. On May 13, 2021, Plaintiff CAROL QUINTANILLA provided notice by electronic
17 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
18 Labor Code alleged to have been violated, including the facts and theories to support the alleged
19 violations, pursuant to Labor Code section 2699.3. Plaintiff did not receive an LWDA Notice within
20 sixty-five (65) days of the date of the submission of Plaintiff’s notice.

21 30. On June 14, 2021, Plaintiff ROSARIO RUIZ provided notice by electronic submission
22 to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code
23 alleged to have been violated, including the facts and theories to support the alleged violations,
24 pursuant to Labor Code section 2699.3.

25 31. Therefore, the administrative prerequisites under California Labor Code section
26 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
27 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
28 1197.1, 1198, 2800 and 2802 have been satisfied.

GENERAL ALLEGATIONS

32. From approximately January 2020 to approximately November 2020, Defendants, jointly and severally, employed Plaintiff ROSARIO RUIZ as a Packer in the County of Los Angeles.

33. From approximately December 2019 to approximately January 2021, Defendants, jointly and severally, employed Plaintiff CAROL QUINTANILLA as a Packer in the County of Los Angeles.

34. Defendants hired Plaintiffs and the other class members and aggrieved employees but failed to properly pay them all overtime wages and minimum wages due, failed to provide them with all meal periods and rest periods, failed to timely pay them all wages during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, failed to reimburse them for necessary business expenses, and failed to provide and adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

35. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

36. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members and aggrieved employees' employment for them to be joint employers of Plaintiffs and the other class members and aggrieved employees.

37. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

38. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

39. Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

40. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were

entitled to receive certain wages for overtime compensation and that Plaintiffs and the other class members and aggrieved employees were not receiving certain wages for overtime compensation.

41. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive at least minimum wages for hours worked and that Plaintiffs and the other class members and aggrieved employees were not receiving minimum wages for all hours worked.

42. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of more than five hours per day, and that Plaintiffs and the other class members and aggrieved employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

43. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours per day, and that Plaintiffs and the other class members and aggrieved employees did not receive all second meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when a second meal period was missed, shortened, taken late, and/or interrupted.

44. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction thereof, worked, and that Plaintiffs and the other class members and aggrieved employees did not receive all rest periods or payment of one (1) additional

1 hour of pay at their regular rate of compensation when a rest period was missed, shortened, taken late,
2 and/or interrupted.

3 45. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Plaintiffs and the other class members and aggrieved employees were
5 entitled to timely payment of wages during their employment. In violation of the California Labor
6 Code, Plaintiffs and the other class members and aggrieved employees did not receive payment of all
7 wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages,
8 and rest period premium wages within permissible time periods.

9 46. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
10 or should have known that Plaintiffs and the other class members and aggrieved employees were
11 entitled to receive all wages upon termination of employment, including, without limitation, overtime
12 wages, minimum wages, meal period premium wages, and rest period premium wages, and that
13 Plaintiffs and the other class members and aggrieved employees did not receive payment of all wages
14 upon termination of employment.

15 47. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Plaintiffs and the other class members and aggrieved employees were
17 entitled to receive complete and accurate wage statements in accordance with California law, but,
18 in fact, Plaintiffs and the other class members and aggrieved employees did not receive complete
19 and accurate wage statements from Defendants.

20 48. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Defendants had to keep complete and accurate payroll records for
22 Plaintiffs and the other class members and aggrieved employees in accordance with California law,
23 but, in fact, did not keep complete and accurate payroll records.

24 49. Plaintiffs are informed and believes, and based thereon alleges, that Defendants knew
25 or should have known that Plaintiffs and the other class members and aggrieved employees were
26 entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse
27 Plaintiffs and the other class members and aggrieved employees for necessary business-related
28 expenses.

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

51. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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

53. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiffs and the other class members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

54. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiffs and the other class members at the rate of two times the regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

55. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

56. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, but Defendant failed to compensate them at the correct overtime rate, and instead compensated them at their straight time rate of pay for overtime hours worked.

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57. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

58. Defendants' failure to pay Plaintiff overtime wages violates California Labor Code sections 510 and 1198, and is therefore unlawful.

59. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

60. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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

62. During the relevant time period, Defendants failed to pay the minimum wage to Plaintiffs and the other class members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter alia, Defendants' effective payment of zero dollars per hour for time spent working "off-the-clock" including, but not limited to, requiring employees to arrive to work, be at their designated work stations, and start working off-the-clock 5 to 10 minutes prior to the start of their scheduled shift.

63. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of her minimum wage compensation as well as interest, costs, and attorneys' fees.

64. Pursuant to Labor code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 **THIRD CAUSE OF ACTION**

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

3 **(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)**

4 65. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 66. At all relevant times set forth herein, the applicable IWC Wage Order and California
7 Labor Code section 226.7 and 512(a) were applicable to Plaintiff's and the other class members'
8 employment by Defendants.

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

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

18 69. At all relevant times, the applicable IWC Wage Order and California Labor Code
19 section 512(a) further provide that an employer may not require, cause or permit an employee to work
20 for a work period of more than ten (10) hours per day without providing the employee with a second
21 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
22 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
23 employer and the employee only if the first meal period was not waived.

24 70. During the relevant time period, Plaintiffs and the other class members, who were
25 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
26 legally-mandated meal periods by mutual consent, were required to work for periods longer than
27 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

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1 71. During the relevant time period, Plaintiffs and the other class members, who were
2 scheduled to work for a period of time in excess of six (6) hours, were required to work for periods
3 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

4 72. During the relevant time period, Plaintiffs and the other class members, who were
5 scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours,
6 and who did not waive their legally-mandated meal periods by mutual consent, was required to work
7 in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty
8 (30) minutes.

9 73. During the relevant time period, Plaintiffs and the other class members, who were
10 scheduled to work for a period of time in excess of twelve (12) hours, was required to work for periods
11 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
12 minutes.

13 74. During the relevant time period, Defendants intentionally and willfully required
14 Plaintiffs and the other class members to work during meal periods.

15 75. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
16 members the full meal period premium due pursuant to California Labor Code section 226.7.

17 76. Defendants' conduct violates the applicable IWC Wage Order and California Labor
18 Code sections 226.7 and 512(a).

19 77. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b),
20 Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of
21 pay at their regular rate of compensation for each work day that a meal period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **Violation of California Labor Code § 226.7**

24 **(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)**

25 78. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
26 allegations in all preceding paragraphs.

27 79. At all relevant times set forth herein, the applicable IWC Wage Order and California
28 Labor Code section 226.7 were applicable to Plaintiffs and the other class members' employment by

Defendants.

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

81. At all relevant times set forth herein, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

82. During the relevant time period, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

83. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods.

84. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

85. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

86. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a rest period was not provided.

FIFTH CAUSE OF ACTION

Violation of California Labor Codes §§ 201, 202, and 203

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

87. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

88. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section

201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

89. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

90. At the time that Plaintiffs and the other class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the other class members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages.

91. As a result, Plaintiffs and the other class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

92. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

93. At all relevant times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

94. At all relevant times set forth herein, Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with accurate itemized wage statements.

95. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

96. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

97. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

98. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

99. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct

consequence of his or her obedience to the directions of the employer.

100. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of personal cell phones for work-related purposes.

101. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of her employment, plus interest accrued from the date on which Plaintiffs and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 17200, Et Seq.

(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)

102. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

103. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, to the other class members, to the general public, and to Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

104. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

105. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work without paying them proper compensation violates California Labor Code sections 510, 1194, 1197, 1197.1 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying

1 them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
2 Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class
3 members violates California Labor Code sections 201, 202 and 204. Defendants also violated
4 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

7 107. Plaintiffs and the other class members have been personally injured by Defendants'
8 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss
9 of money and/or property.

10 108. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs
11 and the other class members are entitled to restitution of the wages withheld and retained by
12 Defendants during a period that commences four years from the filing of this complaint; an award of
13 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
14 laws; and an award of costs.

15 **NINTH CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 2698, Et Seq.**

17 **(Against POWER BRANDS CONSULTING, LLC and DOES 1-25)**

18 109. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 110. PAGA expressly establishes that any provision of the California labor Code which
21 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
22 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
23 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
24 herself, and other current or former employees.

25 111. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
26 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
27 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

28 //

1 112. Plaintiffs and the other hourly-paid, non-exempt employees, including those
2 misclassified as independent contractors, are “aggrieved employees” as defined by California Labor
3 Code section 2699(c) in that they are all current or former employees of Defendants, and one or more
4 of the alleged violations were committed against them.

5 113. Defendants’ conduct, as alleged herein, violates numerous sections of the California
6 Labor Code, including, but not limited to, the following:

- 7 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
8 overtime wages;
- 9 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
10 pay minimum wages;
- 11 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
12 legally required meal periods;
- 13 (d) Violation of California Labor Code section 226.7 for failure to provide legally
14 required rest periods;
- 15 (e) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
16 wages at time of discharge from employment;
- 17 (f) Violation of California Labor Code section 226(a) for failure to provide accurate
18 itemized wage statements to Plaintiff and other aggrieved employees;
- 19 (g) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
20 Plaintiff and other aggrieved employees for necessary business-related expenses;
- 21 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
22 and accurate payroll records relating to Plaintiff and other aggrieved employees;
23 and
- 24 (i) Violation of California Labor Code section 204 for failure to timely pay wages to
25 Plaintiff and other aggrieved employees during employment.

26 114. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
27 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
28 civil penalties for Plaintiff, all other aggrieved employees, and the State of California against

Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of her attorneys' fees and costs.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

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

1 other class members;

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

3 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
4 Plaintiffs and the other class members in the amount as may be established according to proof at trial;

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

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

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

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

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

12 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
13 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
14 periods (including second meal periods) to Plaintiffs and the other class members;

15 18. That the Court make an award to Plaintiffs and the other class members of one (1) hour
16 of pay at Plaintiff's and the other class member's regular rate of compensation for each workday that
17 a meal period was not provided;

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

19 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

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

24 24. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
26 Plaintiffs and the other class members;

27 25. That the Court make an award to Plaintiffs and the other class members of one (1) hour
28 of pay at Plaintiff's and the other class members' regular rate of compensation for each workday that

1 a rest period was not provided;

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

3 27. For premium wages pursuant to California Labor Code section 226.7(c);

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

5 and

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

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

8 30. That the Court declare, adjudge, and decree that Defendants violated California Labor
9 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
10 termination of the employment of Plaintiffs and the other class members;

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

12 32. For statutory wage penalties pursuant to California Labor Code section 203 for
13 Plaintiffs and the other class members;

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

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

17 **As to the Sixth Cause of Action**

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

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

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

23 38. For injunctive relief to ensure compliance with this section, pursuant to California
24 Labor Code section 226(h); and

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

26 **As to the Seventh Cause of Action**

27 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
28 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members

1 for all necessary business-related expenses as required by California Labor Code sections 2800 and
2 2802;

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

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

5 43. For punitive damages and/or exemplary damages according to proof at trial;

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

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

8 **As to the Eighth Cause of Action**

9 46. That the Court declare, adjudge, and decree that Defendants violated California
10 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other
11 class members all overtime compensation due to them, failing to provide them all minimum wages
12 due to them, failing to provide all meal and rest periods to them, failing to pay their wages timely as
13 required by California Labor Code sections 201, 202 and 204, failing to provide them with complete
14 and accurate wage statements, failing to keep complete and accurate payroll records, and failing to
15 reimburse Plaintiff for necessary business-related expenses and costs;

16 47. For restitution of unpaid wages to Plaintiffs and the other class members and all pre-
17 judgment interest from the day such amounts were due and payable;

18 48. For the appointment of a receiver to receive, manage and distribute any and all funds
19 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
20 result of violation of California Business and Professions Code sections 17200, et seq.;

21 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Code of Civil Procedure section 1021.5;

23 50. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business and Professions Code sections 17200, et seq.; and

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

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

27 52. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f),
28 and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203,

1 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

2 53. For such other and further relief as the Court may deem proper.

3 Respectfully Submitted,

4 Dated: July 19, 2021

BLACKSTONE LAW, APC

6 By: _____

7 Jonathan M. Genish

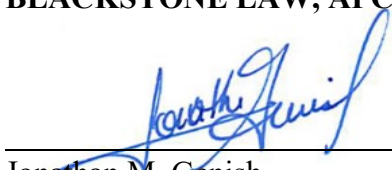
8 Attorneys for Plaintiffs ROSARIO RUIZ and
CAROL QUINTANILLA

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs ROSARIO RUIZ and CAROL QUINTANILLA hereby demand a jury trial with
3 respect to all issues triable of right by jury.

4 Dated: July 19, 2021

BLACKSTONE LAW, APC

6 By: 

7 Jonathan M. Genish
8 Attorneys for Plaintiffs ROSARIO RUIZ and
CAROL QUINTANILLA