

LAWYERS FOR JUSTICE[®]

July 7, 2021

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: FRANK-LIN DISTILLERS PRODUCTS, LTD.

Dear Representative:

We have been retained to represent Yesenia Rojas against Frank-Lin Distillers Products, Ltd. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "FLDP") for violations of California wage-and-hour laws.

Ms. Rojas is the named plaintiff in Solano County Superior Court Case No. FCS055208, entitled *Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.* ("Lawsuit"), which alleges that FLDP violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the Complaint filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Ms. Rojas seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Rojas will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, FLDP employed Ms. Rojas as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Ms. Rojas seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for FLDP within the State of California.

Based on the facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, FLDP has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

FLDP required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, FLDP failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Rojas and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Ms. Rojas and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. FLDP's failure to pay overtime wages also includes, and is not limited to, FLDP's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, FLDP failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, FLDP required Ms. Rojas and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. FLDP required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, 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. During the relevant time period, FLDP failed to pay Ms. Rojas and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, FLDP willfully failed to pay the wages due to Ms. Rojas and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Ms. Rojas and other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due

upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, FLDP failed to pay Ms. Rojas and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Ms. Rojas and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, FLDP did not provide Ms. Rojas and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from FLDP were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Rojas and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked "off-the-clock," and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Rojas and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Rojas and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Rojas and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Rojas and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, FLDP failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Ms. Rojas and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked "off-the-clock," and as a result, it failed to keep accurate and complete payroll records.

California Labor Code 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. During the relevant time period, FLDP did not provide Ms. Rojas and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." For example, FLDP effectively paid of zero dollars per hour for time Ms. Rojas and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Ms. Rojas and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee 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 obedience to the directions of the employer. During the relevant time period, Ms. Rojas and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by FLDP.

Therefore, on behalf of all aggrieved employees, Ms. Rojas seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaint and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Frank-Lin Distillers Products, Ltd.
c/o John F. Baum
HIRSCHFELD KRAEMER LLP
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Frank-Lin Distillers Products, Ltd.
c/o Vincent Ralph Maestri
Agent for Service of Process
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ATTACHMENT A

FILED/ENDORSED
Clerk of the Superior Court

AUG 13 2020

By J. Abueg
DEPUTY CLERK

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Attorneys for Plaintiff

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

YESENIA ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

FRANK-LIN DISTILLERS PRODUCTS,
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: **FC055208**

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

ASSIGNMENT
JUDGE CHRISTINE CARRINGER
FOR ALL PURPOSES

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

COMES NOW, Plaintiff YESENIA ROJAS ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Solano. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Solano. At all relevant times, Defendant maintained its headquarters/"nerve center" within the State of California, County of Solano.

PARTIES

5. Plaintiff YESENIA ROJAS is an individual residing in the State of California, County of Solano.

6. Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Solano.

1 7. At all relevant times, Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD.
2 was the "employer" of Plaintiff within the meaning of all applicable California laws and
3 statutes.

4 8. At all times herein relevant, Defendants FRANK-LIN DISTILLERS
5 PRODUCTS, LTD., and DOES 1 through 100, and each of them, were the agents, partners,
6 joint venturers, joint employers, representatives, servants, employees, successors-in-interest,
7 co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting
8 within the course and scope of their authority as such agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors, co-conspirators and/or assigns,
10 and all acts or omissions alleged herein were duly committed with the ratification, knowledge,
11 permission, encouragement, authorization and/or consent of each defendant designated as a
12 DOE herein.

13 9. The true names and capacities, whether corporate, associate, individual or
14 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
15 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
16 information and belief alleges, that each of the defendants designated as a DOE is legally
17 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
18 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
19 Plaintiff will seek leave of court to amend this Complaint to show the true names and
20 capacities when the same have been ascertained.

21 10. Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through
22 100 will hereinafter collectively be referred to as "Defendants."

23 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
24 affected the working conditions, wages, working hours, and conditions of employment of
25 Plaintiff and the other class members so as to make each of said Defendants employers liable
26 under the statutory provisions set forth herein.

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CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

CLASS. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment who earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages and who reside in California.

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

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

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

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom she has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;
- 26 b. Whether Defendants' had a corporate policy and practice of failing to
27 pay their hourly-paid or non-exempt employees within the State of
28 California for all hours worked and missed (short, late, interrupted,

and/or missed altogether) meal periods and rest breaks in violation of California law;

- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed to use the shift differential pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

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- 1 k. Whether Defendants failed to reimburse Plaintiff and the other class
2 members for necessary business-related expenses and costs;
3 l. Whether Defendants' conduct was willful or reckless;
4 m. Whether Defendants engaged in unfair business practices in violation of
5 California Business & Professions Code section 17200, et seq.;
6 n. The appropriate amount of damages, restitution, and/or monetary
7 penalties resulting from Defendants' violation of California law; and
8 o. Whether Plaintiff and the other class members are entitled to
9 compensatory damages pursuant to the California Labor Code.

10 **GENERAL ALLEGATIONS**

11 17. At all relevant times set forth herein, Defendants employed Plaintiff and other
12 persons as hourly-paid or non-exempt employees within the State of California, including the
13 County of Solano.

14 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
15 exempt employee, from approximately October 2013 to approximately October 2018, in the
16 State of California, County of Solano.

17 19. Defendants hired Plaintiff and the other class members, classified them as
18 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
19 missed meal periods and/or rest breaks.

20 20. Defendants had the authority to hire and terminate Plaintiff and the other class
21 members, to set work rules and conditions governing Plaintiff's and the other class members'
22 employment, and to supervise their daily employment activities.

23 21. Defendants exercised sufficient authority over the terms and conditions of
24 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
25 and the other class members.

26 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
27 class members.

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

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

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal

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1 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
2 regular rate of pay when a meal period was missed.

3 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
6 member's regular rate of pay when a rest period was missed, and they did not receive all rest
7 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
8 regular rate of pay when a rest period was missed.

9 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 at least minimum wages for compensation and that they were not receiving at least minimum
12 wages for all hours worked.

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all wages owed to them upon discharge or resignation, including overtime and minimum wages
16 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
17 them at the time of their discharge or resignation.

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all wages owed to them during their employment. Plaintiff and the other class members did
21 not receive payment of all wages, including overtime and minimum wages and meal and rest
22 period premiums, within any time permissible under California Labor Code section 204.

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 complete and accurate wage statements in accordance with California law, but, in fact, they did
26 not receive complete and accurate wage statements from Defendants. The deficiencies
27 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
28 other class members.

1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll records
3 for Plaintiff and the other class members in accordance with California law, but, in fact, did
4 not keep complete and accurate payroll records.

5 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to
7 reimbursement for necessary business-related expenses.

8 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiff and the other class
10 members pursuant to California law, and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
12 represented to Plaintiff and the other class members that they were properly denied wages, all
13 in order to increase Defendants' profits.

14 38. During the relevant time period, Defendants failed to pay overtime wages to
15 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
16 class members were required to work more than eight (8) hours per day and/or forty (40) hours
17 per week without overtime compensation for all overtime hours worked.

18 39. During the relevant time period, Defendants failed to use the shift differential
19 pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of
20 pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the
21 other class members earned shift differential pay/non-discretionary bonuses/non-discretionary
22 performance pay and overtime wages in the same workweek.

23 40. During the relevant time period, Defendants failed to provide all requisite
24 uninterrupted meal and rest periods to Plaintiff and the other class members.

25 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members at least minimum wages for all hours worked.

27 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members all wages owed to them upon discharge or resignation.

43. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

44. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

45. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

46. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

47. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

48. 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

49. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. 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.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and

1 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
2 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
3 than forty (40) hours in a workweek.

4 52. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and the other class members overtime compensation at a rate of two
6 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

13 54. During the relevant time period, Plaintiff and the other class members worked in
14 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 55. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members.

17 56. Defendants' failure to pay Plaintiff and the other class members the unpaid
18 balance of overtime compensation, as required by California laws, violates the provisions of
19 California Labor Code sections 510 and 1198, and is therefore unlawful.

20 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class
21 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

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

25 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

26 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 57, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 59. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

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

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

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

20 63. During the relevant time period, Plaintiff and the other class members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
22 their legally-mandated meal periods by mutual consent, were required to work for periods
23 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes and/or rest period.

25 64. During the relevant time period, Plaintiff and the other class members who were
26 scheduled to work for a period of time in excess of six (6) hours were required to work for
27 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
28 (30) minutes and/or rest period.

65. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

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

67. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

71. At all relevant times, 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.

72. At all relevant times, 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

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

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

7 74. During the relevant time period, Defendants willfully required Plaintiff and the
8 other class members to work during rest periods and failed to pay Plaintiff and the other class
9 members the full rest period premium for work performed during rest periods.

10 75. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7

13 76. Defendants’ conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

22 78. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 77, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

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

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1 80. During the relevant time period, Defendants failed to pay minimum wage to
2 Plaintiff and the other class members as required, pursuant to California Labor Code sections
3 1194, 1197, and 1197.1.

4 81. Defendants' failure to pay Plaintiff and the other class members the minimum
5 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
6 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
7 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
8 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

9 82. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
10 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
11 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
12 minimum wages.

13 83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
14 members are entitled to recover liquidated damages in an amount equal to the wages
15 unlawfully unpaid and interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 201 and 202)**

18 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

19 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 83, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 85. At all relevant times herein set forth, California Labor Code sections 201 and
23 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
24 time of discharge are due and payable immediately, and if an employee quits 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' notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

1 86. During the relevant time period, Defendants intentionally and willfully failed to
2 pay Plaintiff and the other class members who are no longer employed by Defendants their
3 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

4 87. Defendants' failure to pay Plaintiff and the other class members who are no
5 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
6 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
7 201 and 202.

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

12 89. Plaintiff and the other class members are entitled to recover from Defendants the
13 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
14 pursuant to California Labor Code section 203.

15 **SIXTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 204)**

17 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

18 90. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 89, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 91. At all times herein set forth, California Labor Code section 204 provides that all
22 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
23 any calendar month, other than those wages due upon termination of an employee, are due and
24 payable between the 16th and the 26th day of the month during which the labor was
25 performed.

26 92. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the 16th and the last day, inclusive,

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1 of any calendar month, other than those wages due upon termination of an employee, are due
2 and payable between the 1st and the 10th day of the following month.

3 93. At all times herein set forth, California Labor Code section 204 provides that all
4 wages earned for labor in excess of the normal work period shall be paid no later than the
5 payday for the next regular payroll period.

6 94. During the relevant time period, Defendants intentionally and willfully failed to
7 pay Plaintiff and the other class members all wages due to them, within any time period
8 permissible under California Labor Code section 204.

9 95. Plaintiff and the other class members are entitled to recover all remedies
10 available for violations of California Labor Code section 204.

11 **SEVENTH CAUSE OF ACTION**

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

13 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

14 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 95, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

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

1 shall be kept on file by the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 98. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include,
5 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
6 the other class members.

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

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

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

18 102. Plaintiff and the other class members are also entitled to injunctive relief to
19 ensure compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

23 103. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 102, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
27 central location in the state or at the plants or establishments at which employees are
28 employed, payroll records showing the hours worked daily by and the wages paid to, and the

1 number of piece-rate units earned by and any applicable piece rate paid to, employees
2 employed at the respective plants or establishments. These records shall be kept in accordance
3 with rules established for this purpose by the commission, but in any case shall be kept on file
4 for not less than two years.

5 105. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
7 class members.

8 106. As a result of Defendants' violation of California Labor Code section 1174(d),
9 Plaintiff and the other class members have suffered injury and damage to their statutorily-
10 protected rights.

11 107. More specifically, Plaintiff and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
13 they were denied both their legal right and protected interest, in having available, accurate and
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **NINTH CAUSE OF ACTION**

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

17 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

18 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 107, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 109. Pursuant to California Labor Code sections 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her
24 obedience to the directions of the employer.

25 110. Plaintiff and the other class members incurred necessary business-related
26 expenses and costs that were not fully reimbursed by Defendants.

27 111. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
28 other class members for all necessary business-related expenses and costs.

112. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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

115. 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.

116. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate

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California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, 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 Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff 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.

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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 Plaintiff 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 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

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

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

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

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

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

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

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As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

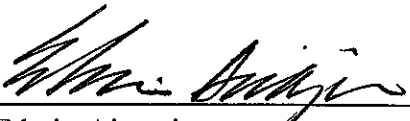
7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

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

12 Dated: August 12, 2020

LAWYERS for JUSTICE, PC

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14 By: 
15 Edwin Aiwanian
16 Attorneys for Plaintiff
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c/o John F. Baum
HIRSCHFELD KRAEMER LLP
Attorney
456 Montgomery Street, Suite 200
San Francisco, CA 94104

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c/o John F. Baum
HIRSCHFELD KRAEMER LLP
Attorney
456 Montgomery Street, Suite 200
San Francisco, CA 94104

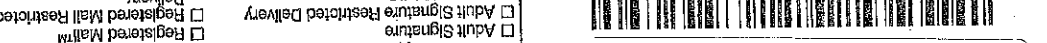
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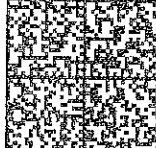
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Agent for Service of Process
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Fairfield, CA 94533

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- ☐ Signature Confirmation Restricted Delivery

*Mail
Restricted Delivery

Domestic Return Receipt