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 GABOUREL, individually and on behalf of
 all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

PASSION GABOUREL, individually and on
 behalf of all others similarly situated,

Plaintiff,

vs.

LUXOTTICA OF AMERICA INC. d/b/a
 LENSRAFTERS, an Ohio corporation;
 LUXOTTICA RETAIL NORTH AMERICA,
 INC., a business entity of unknown form; and
 DOES 1 through 50, inclusive,

Defendants

CASE NO. **21STCV43173**

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Furnish Accurate Itemized Wage Statements
6. Failure to Maintain Required Records
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff PASSION GABOUREL (“PLAINTIFF”), individually and on behalf of all others
2 similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 non-exempt employees of defendants LUXOTTICA OF AMERICA INC. d/b/a
6 LENSRAFTERS (“LUXOTTICA”), LUXOTTICA RETAIL NORTH AMERICA, INC.
7 (“LUXOTTICA N.A.”) and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), in
8 the State of California during the relevant statutory period to recover, among other things, unpaid
9 compensation arising from DEFENDANTS’ failure to provide employees meal and rest periods
10 (or compensation therefor) as required under California law, unpaid minimum and overtime
11 wages, and unreimbursed business expenses. PLAINTIFF also seeks penalties, interest,
12 attorneys’ fees, costs and expenses, and restitutionary and injunctive relief.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are qualified
16 to do business and regularly conduct business in California. Further, no federal question is at
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and County of Los Angeles because
19 PLAINTIFF and other persons similarly situated performed work for DEFENDANTS in the
20 County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in
21 County of Los Angeles, and DEFENDANTS’ illegal policies and practices which are the subject
22 of this action were applied, at least in part, to PLAINTIFF and other persons similarly situated in
23 County of Los Angeles.

24 **THE PARTIES**

25 4. PLAINTIFF is a resident of the State of California and employee of
26 DEFENDANTS.

27 5. PLAINTIFF brings this action on behalf of herself and the following similarly
28 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt

1 employees of DEFENDANTS in the State of California at any time from May 29, 2017, to the
2 date this action settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF
3 reserves the right to name additional class representatives.

4 6. PLAINTIFF is informed and believes, and thereon alleges, that LUXOTTICA is,
5 and at all times relevant hereto was, a corporation organized and existing under the laws of the
6 State of Ohio. PLAINTIFF is further informed and believes, and thereon alleges, that
7 LUXOTTICA is authorized to conduct business, maintains offices and facilities, conducts
8 business, and engages in illegal policies or practices in the County of Los Angeles.

9 7. PLAINTIFF is informed and believes, and thereon alleges, that LUXOTTICA
10 N.A. is, and at all times relevant hereto was, a business entity of unknown form. PLAINTIFF is
11 further informed and believes, and thereon alleges, that LUXOTTICA N.A. is authorized to
12 conduct business, and does conduct business, in the State of California. Specifically,
13 LUXOTTICA N.A. maintains offices and facilities, conducts business, and engages in illegal
14 policies or practices in the County of Los Angeles.

15 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
16 PLAINTIFF at this time, and PLAINTIFF therefore sue such DOE defendants under fictitious
17 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated
18 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
19 PLAINTIFF and other CLASS MEMBERS' injuries and damages, as alleged herein, were
20 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of Court
21 to amend this Complaint to allege their true names and capacities of such DOE defendants when
22 ascertained.

23 9. At all relevant times herein, DEFENDANTS were the joint employers of
24 PLAINTIFF and other CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
25 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
26 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
27 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
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1 of each other. Each defendant was completely dominated by his, her, or its co-defendant, and
2 each was the alter ego of the other.

3 10. At all relevant times, PLAINTIFF and CLASS MEMBERS were employed by
4 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
5 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
6 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
7 PLAINTIFF and other CLASS MEMBERS all wages earned and due, through methods and
8 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
9 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
10 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
11 and other CLASS MEMBERS for necessary expenditures, in violation of the California Labor
12 Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

13 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
14 of the acts and omissions alleged herein were performed by, and/or attributable to, all
15 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
16 of each of the other defendants, and that said acts and failures to act were within the course and
17 scope of said agency, employment and/or direction and control.

18 12. As a direct and proximate result of DEFENDANTS’ unlawful actions,
19 PLAINTIFF and other CLASS MEMBERS have suffered, and continue to suffer, from loss of
20 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
21 of this Court.

22 **CLASS ACTION ALLEGATIONS**

23 13. This action is appropriately suited for a class action because:

24 a. The potential class is of a significant number. Joinder of all current and
25 former employees individually would be impracticable.

26 b. This action involves common questions of law and fact because the action
27 focuses on DEFENDANTS’ illegal practices and policies, which are applied to all non-exempt
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employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. PLAINTIFF's claims are typical of the claims of the class because DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code.

d. PLAINTIFF will fairly and adequately protect the interests of all CLASS MEMBERS.

e. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001 § 11]

(Against all DEFENDANTS)

14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 13.

15. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy and practice of failing to provide PLAINTIFF and CLASS MEMBERS full and timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-2001 § 11.

16. As a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the opportunity to take full, uninterrupted, and timely meal periods as required under California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-2001 § 11.

17. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each work day that a meal period was not provided.

18. As a direct and proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief due to DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 7-2001.

SECOND CAUSE OF ACTION

Failure to Authorize and Permit Rest Periods

[Cal. Labor Code § 226.7; IWC Wage Order No. 7-2001 § 12]

(Against all DEFENDANTS)

19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 18.

20. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy and practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12. As a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the opportunity to take full, uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12.

21. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each work day that a rest period was not provided.

22. As a direct and proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief due to DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 7-2001.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001 § 4]**

4 **(Against all DEFENDANTS)**

5 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 22.

7 24. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-
8 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 25. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay
11 PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other
12 things: requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work off the
13 clock; requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work during
14 meal breaks without compensation; illegally and inaccurately recording time worked by
15 PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

16 26. DEFENDANTS' conduct described herein violates, and continues to violate,
17 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-2001 § 4. As a proximate
18 result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
19 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
20 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
21 and IWC Wage Order, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
22 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
23 expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001 § 3]**

4 **(Against all DEFENDANTS)**

5 27. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 26.

7 28. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-
8 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
9 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
10 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
11 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
12 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
13 consecutive day of work in any workweek.

14 29. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue
15 to fail to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours worked as
16 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
17 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
18 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order
19 No. 7-2001 § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
20 off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
21 during meal breaks without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

23 30. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and
24 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
25 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
26 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
27 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
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1 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
2 of this Court.

3 31. DEFENDANTS' conduct described herein violated, and continues to violate,
4 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 7-2001 § 3.
5 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
6 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFF and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Furnish Accurate Itemized Wage Statements**

11 **[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

12 **(Against all DEFENDANTS)**

13 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 31.

15 33. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed,
16 and continue to fail, to timely provide PLAINTIFF and CLASS MEMBERS with accurate
17 itemized wage statements in writing showing each employee's gross wages earned, total hours
18 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during
19 each pay period and the corresponding number of hours worked at each hourly rate, in violation
20 of California Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

21 34. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered, and
22 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate
23 itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly and easily
24 determine from the wage statement alone one or more of the following: the gross wages earned,
25 the total hours worked, all deductions made, the net wages earned, and/or all applicable hourly
26 rates in effect during each pay period and the corresponding number of hours worked at each
27 hourly rate.

35. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]

(Against all DEFENDANTS)

36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 35.

37. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226 and 1174, and IWC Wage Order No. 7-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

38. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary**

3 **Expenditures Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 40.

8 40. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

11 41. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for use of personal vehicles, cell phone
15 usage, and other employment-related expenses, in violation of California Labor Code § 2802.

16 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **EIGHTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

26 **(Against all DEFENDANTS)**

27 43. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 42.

1 44. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
4 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
5 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
6 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
7 required records; DEFENDANTS' failure to indemnify PLAINTIFF and CLASS MEMBERS for
8 necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an unfair
9 and unlawful business practice under California Business and Professions Code § 17200, et seq.

10 45. DEFENDANTS' violations of California wage and hour laws constitute a business
11 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
12 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
13 CLASS MEMBERS.

14 46. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
15 rest periods, and other benefits as required by the California Labor Code, the California Code of
16 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
17 record, report, and pay the correct sums of assessment to the state authorities under the California
18 Labor Code and other applicable regulations.

19 47. As a result of DEFENDANTS' unfair and unlawful business practices,
20 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
21 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
22 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
23 MEMBERS.

24 48. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
25 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
26 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
27 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
28 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged

1 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
2 jurisdiction of this Court.

3 **NINTH CAUSE OF ACTION**

4 **Representative Action for Civil Penalties**

5 **[Cal. Labor Code §§ 2698–2699.5]**

6 **(Against All DEFENDANTS)**

7 49. PLAINTIFF incorporates herein by specific reference as though fully set forth the
8 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
9 subparagraphs thereto.

10 50. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
11 Code § 2699(c), and is a proper representative to bring a civil action on behalf of herself and
12 other current and former non-exempt employees of DEFENDANTS pursuant to the procedures
13 specified in California Labor Code § 2699.3, because PLAINTIFF was employed by
14 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
15 committed against PLAINTIFF.

16 51. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
17 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
18 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
19 IWC Wage Order No. 7-2001, § 20, from DEFENDANTS in a representative action for the
20 violations set forth above, including but not limited to violations of California Labor Code
21 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF
22 also is entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
23 Code § 2699(g)(1).

24 52. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
25 August 31, 2021, by online filing to the California Labor and Workforce Development Agency
26 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
27 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
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1 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
2 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

3 53. Therefore, PLAINTIFF has complied with all of the requirements set forth in
4 California Labor Code § 2699.3 to commence a representative action under PAGA.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
7 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
10 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
12 and IWC Wage Order No. 7-2001;
- 13 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 14 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
15 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
16 from engaging in the unlawful business practices complained of herein;
- 17 6. For statutory and civil penalties according to proof, including but not limited to all
18 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
- 19 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor
20 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
21 applicable provision providing for pre-judgment interest;
- 22 8. For reasonable attorneys' fees and costs pursuant to California Labor Code
23 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
24 providing for attorneys' fees and costs;
- 25 9. For declaratory relief;
- 26 10. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and
27 Eighth Causes of Action as a class action;
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1 11. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
2 counsel as class counsel; and

3 12. For such further relief that the Court may deem just and proper.
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5 DATED: November 23, 2021

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

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8 By:

 Type text here

9 MATTHEW J. MATERN

10 LAUNA ADOLPH

KAYVON SABOURIAN

11 Attorneys for Plaintiff PASSION GABOUREL,
12 individually and on behalf of all others similarly
13 situated
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DEMAND FOR JURY TRIAL

PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: November 23, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

KAYVON SABOURIAN

Attorneys for Plaintiff PASSION GABOUREL,
individually and on behalf of all others similarly
situated