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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MARTHA RODRIGUEZ, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

TARGET CORPORATION, a
Minnesota corporation, and DOES 1 to 10,
inclusive

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay All Wages;**
- 2. Failure to Provide Meal Periods in Violation of Cal. Labor Code §§ 226.7, 512;**
- 3. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Cal. Labor Code §226;**
- 4. Waiting Time Penalties Pursuant to Cal. Labor Code §§ 201, 203; and**
- 5. Violations of California Business & Professions Code §§ 17200, et seq.**

DEMAND FOR JURY TRIAL

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1 Plaintiff, MARTHA RODRIGUEZ (hereinafter “Plaintiff”), on behalf of herself and all
2 others similarly situated, and all aggrieved employees, hereby file this Complaint against Defendant
3 TARGET CORPORATION, a Minnesota corporation, (hereinafter referred to as “Defendant”).
4 Plaintiff is informed and believes, and on the basis of that information alleges, as follows:

5 **INTRODUCTION**

6 1. This Complaint asserts claims against Defendant for violations of California *Labor*
7 *Code*, the California *Business & Professions Code* §§ 17200, *et seq.*, and Industrial Welfare
8 Commission Wage Order (“IWC Wage Order”).

9 2. This complaint challenges systemic illegal employment practices resulting in
10 violations of the California *Labor Code*, and California *Business and Professions Code* against
11 employees of Defendant.

12 3. Plaintiff seeks relief on behalf of herself and the members of the Plaintiff Class as a
13 result of employment policies, practices and procedures more specifically described below, which
14 violate the California *Labor Code*, and the orders and standards promulgated by the California
15 Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor
16 Standards, and which have resulted in the failure of Defendant to pay Plaintiff and members of the
17 Plaintiff Class all wages due to them. Said employment policies, practices and procedures are
18 generally described as follows:

- 19 a. Failed to pay Plaintiff and members of the Plaintiff Class all wages;
20 b. Failed to provide Plaintiff and members of the Plaintiff Class with a first meal
21 period of not less than thirty (30) minutes during which they are relieved of all
22 duties before working more than five (5) hours;
23 c. Failed to pay Plaintiff and members of the Plaintiff Class one hour of pay at their
24 regular rate of compensation for each workday that a meal period was not provided.
25 d. Failed to furnish an accurate, itemized wage statement; and
26 e. Failed to timely pay all wages due to Plaintiff and members of the Plaintiff Class
27 upon termination or within 72 hours of resignation.

28 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant has

1 engaged in, among other things a system of willful violations of the California *Labor Code*,
2 California *Business and Professions Code*, and applicable IWC wage orders by creating and
3 maintaining policies, practices and customs that knowingly deny employees the above stated rights
4 and benefits.

5 5. The policies, practices and customs of Defendant described above and below have
6 resulted in unjust enrichment of Defendant and an unfair business advantage over businesses that
7 routinely adhere to the structures of the California *Labor Code*, and California *Business and*
8 *Professions Code*.

9 6. This matter is brought as a class action pursuant to California *Code of Civil*
10 *Procedure* § 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically
11 below, but which is comprised, generally, of all former and current employees of Defendant
12 TARGET CORPORATION, a Minnesota corporation; who hold or held the job positions which
13 Defendant classified as “non-exempt” at any of Defendant’s facilities in California and throughout
14 the United States.

15 7. This Complaint alleges systematic violations of the California *Labor Code*
16 (hereinafter, “*Labor Code*,”) and the California *Business & Professions Code* and is brought by
17 Plaintiff on her own behalf and on behalf of the members of the Plaintiff class.

18 8. The California Plaintiff “Class Period” is defined as the period from four years prior
19 to the filing of this action through and including the date judgment is rendered in this matter.
20 Plaintiff herein reserves the right to amend this Complaint to reflect a different Class Period as
21 discovery in this matter proceeds.

22 9. The actions of Defendant are in violation of the California *Labor Code* as well as
23 the wage orders of the Industrial Wage Commission of the State of California and, as a result, are
24 unlawful and unfair acts, thus constituting a violation of California *Business & Professions Code* §
25 17200, et seq. (Unfair Practices Act).

26 10. The policies, practices and customs of Defendant described above and herein have
27 resulted in unjust enrichment of Defendant and an unfair business advantage over businesses that
28 routinely adhere to the requirements of the California *Labor Code* and of the *Business &*
Professions Code.

PARTIES

11. Plaintiff, MARTHA RODRIGUEZ is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the relevant time period, Plaintiff worked for Defendant in Rialto, California from approximately October 2017 through approximately June 9, 2021. Plaintiff was responsible for loading trailers and earned \$23 per hour.

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant TARGET CORPORATION, is a Minnesota corporation, that does business in California.

13. Plaintiff is further informed and believes that at all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the State of California.

14. Plaintiff is informed and believes, and based upon such information and belief alleges, that Defendant is, and each of them, now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

15. Plaintiff is further informed and believes, and based upon such information and belief alleges, that at all times herein mentioned, Defendant proximately caused Plaintiff, all others similarly situated, and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

16. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and DOES 1 through 10, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

17. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and

1 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

2 18. At all times herein mentioned, each of said Defendants participated in the doing of
3 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
4 Defendants, and each of them, were the agents, servants and employees of each of the other
5 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
6 within the course and scope of said agency and employment.

7 19. Plaintiff is informed and believes and based thereon alleges that at all times material
8 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint
9 venturer of, or working in concert with each of the other co-Defendants and were acting within the
10 course and scope of such agency, employment, joint venture, or concerted activity. To the extent
11 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
12 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

13 20. At all times herein mentioned, Defendants, and each of them, were members of, and
14 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
15 scope of, and in pursuance of, said joint venture, partnership and common enterprise

16 21. At all times herein mentioned, the acts and omissions of various Defendants, and
17 each of them, concurred and contributed to the various acts and omissions of each and all of the
18 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
19 herein mentioned, Defendants, and each of them, ratified each and every act or omission
20 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
21 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
22 damages as herein alleged.

23 22. The members of the classes (as defined below), including the representative Plaintiff
24 named herein, have been employed during the Class Period in California. The practices and policies
25 which are complained of by way of this Complaint are enforced throughout the State of California.

26 **JURISDICTION AND VENUE**

27 23. On information and belief, Defendant is either a citizen of California, has sufficient
28 minimum contacts in California, or otherwise intentionally avails itself of the California market so

as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

24. Venue is proper in San Bernardino County because the acts which give rise to this litigation occurred in this county and Defendant does business in San Bernardino County.

FACTUAL ALLEGATIONS

25. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26. Defendant has engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

27. Defendant's utilization of such unfair business practices deprives Plaintiff and other Class members of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

A. Defendant's Failure to Pay All Wages

Off the Clock

28. The applicable IWC Wage Order defines "hours worked" to mean "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

29. Defendant suffered or permitted Plaintiff and members of the Plaintiff Class to work portions of the day for which Defendant failed to compensate them. The non-exempt employees were subject to Defendant's control during this time.

30. California *Labor Code* §1182.12 and the applicable IWC Wage Order section 4 provide that on and after July 1, 2014, the minimum wage for all industries shall not be less than nine dollars (\$9) per hour, on and after January 1, 2016, the minimum wage for all industries shall not be less than ten dollars (\$10) per hour, on and after January 1, 2017, the minimum wage for all industries shall not be less than ten dollars and fifty cents (\$10.50) per hour, on and after January 1, 2018, the minimum wage for all industries shall not be less than eleven dollars (\$11) per hour.

31. California *Labor Code* § 1194(a) provides in relevant part: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage []

1 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
2 [], including interest thereon, reasonable attorney's fees, and costs of suit."

3 32. California *Labor Code* § 1194.2(a) provides in relevant part: "In any action under
4 section 1193.6 or section 1194 to recover wages because of the payment of a wage less than the
5 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
6 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

7 33. California *Labor Code* § 1197 provides: "The minimum wage for employees fixed
8 by the commission is the minimum wage to be paid to employees, and the payment of a less wage
9 than the minimum so fixed is unlawful."

10 34. Plaintiff is informed and believes, and therefore alleges, that Defendant's
11 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours
12 spent performing their job duties.

13 35. For example, Defendant required Plaintiff and Class Members to consistently work
14 off the clock, including during their meal breaks. The failure to pay at least minimum wages to
15 Plaintiff and members of the Plaintiff Class for each and every hour worked violates California
16 *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable IWC Wage Order, section
17 4; and California *Business & Professions Code*.

18 36. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class
19 for each and every hour worked violates California *Labor Code* §§ 221 and 223; IWC Wage Order;
20 and California *Business & Professions Code*.

21 **A. Failure to Provide Compliant Meal Periods**

22 37. At all times relevant hereto, California *Labor Code* §§ 226.7 and 512 and IWC
23 Wage Order, section 11 required employers to provide employees with a first meal period of not
24 less than thirty (30) minutes during which they are relieved of all duty before working more than
25 five (5) hours and a second meal period of not less than thirty (30) minutes during which they are
26 relieved of all duty before working more than ten (10) hours per day.

27 38. At all times relevant hereto, California *Labor Code* §226.7(b) and IWC Wage Order
28 section 11 required employers to pay one hour of additional pay at the regular rate of compensation

for each employee and each workday that a proper meal period is not provided.

39. Defendant regularly failed to provide a thirty (30) minute off-duty meal period to Plaintiff and Class Members when working more than five (5) hours in a day.

40. Defendant further regularly failed to provide a second thirty (30) minute meal period to Class Members who worked more than ten (10) hours in a day.

41. Plaintiff alleges that meal breaks were short, and she would be required to work during her meal break.

B. Defendant's Failure to Provide Accurate Itemized Wage Statements

42. At all times relevant hereto, California *Labor Code* § 226 and IWC Wage Order section 7 required employers to maintain adequate employment records and provide employees with accurate itemized wage statements showing gross wages, total hours worked/pieces, all applicable hourly/piece rates worked during each pay period, the corresponding number of hours worked at each hourly/piece rate, and meal breaks taken.

43. Wage statements provided to Plaintiff and other Class Members by Defendant do not show all wages earned, all hours worked, or all applicable rates, in violation of the California *Labor Code* § 226, applicable IWC Wage Order, section 7, and the California *Business & Professions Code*.

44. Specifically, wage statements did not accurately depict all hours worked, and failed to include meal break premiums.

C. Defendant's Failure to Pay all Accrued Wages and Wages Due Upon Termination

45. At all times, relevant hereto, California *Labor Code* § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up

1 to thirty (30) work days.

2 46. Defendant willfully and knowingly failed to pay Plaintiff and other members of the
3 Plaintiff Class, upon termination of employment, all accrued compensation.

4 47. Specifically, Plaintiff and members of the Plaintiff Class were entitled to meal break
5 premiums, and were entitled to all wages that should have been paid as a result of off-the clock
6 work.

7 **D. Unfair Business Practices**

8 48. Defendant has engaged in, and continues to engage in, unfair business practices in
9 California by practicing, employing and utilizing the employment practices and policies outlined
10 above.

11 49. Defendant's utilization of such unfair business practices constitutes unfair
12 competition and provides an unfair advantage over Defendant's competitors.

13 50. Defendant's utilization of such unfair business practices deprives Plaintiff and Class
14 Members of the general minimum working standards and entitlements due them under California
15 law and the Industrial Welfare Commission wage orders as described herein.

16 51. As a direct result of the wage and hour violations herein alleged, Plaintiff and
17 members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the
18 use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in
19 seeking to compel Defendant to fully perform its obligations under state law, all to Plaintiff's
20 respective damage in amounts according to proof at the time of trial.

21 **E. Facts Regarding Willfulness**

22 52. Plaintiff is informed and believes and based thereon alleges that Defendant is and
23 was advised by skilled lawyers, other professionals, employees with human resources background
24 and advisors with knowledge of the requirements of California wage and hour laws.

25 53. Plaintiff is informed and believes and based thereon alleges that at all relevant
26 times, Defendant had a consistent policy or practice of failing to compensate Plaintiff and the
27 members of the Putative Class, including Plaintiff.

28 54. Plaintiff is informed and believes and based thereon alleges that at all relevant

1 times, Defendant knew or should have known that the members of the Putative Class, including
2 Plaintiff and all other aggrieved employees were entitled to receive duty-free meal periods within
3 the first five (5) hours of any shift of six (6) or more hours worked, and that any failure to do so
4 requires Defendant to pay Plaintiff and all other aggrieved employees and the members of the
5 Putative Class one (1) hour of wages per day for untimely, missed, or on-duty meal periods.

6 **F. Plaintiff's Exhaustion of Administrative Remedies**

7 55. Plaintiff is currently complying with the procedures for bringing suit specified in
8 California *Labor Code* § 2699.3.

9 56. By letter dated August 27, 2021, required notice to the Labor and Workforce
10 Development Agency ("LWDA") and Defendant of the specific provisions of the California *Labor*
11 *Code* alleged to have been violated, including the facts and theories to support the alleged
12 violations.

13 57. Assuming that the LWDA declines to investigate or fails to respond to such notice,
14 this Complaint will be amended when more than sixty-five (65) days have passed since the date the
15 notice was mailed to Defendant and the LWDA fails to respond to Plaintiff's notice letter.

16 **CLASS ACTION ALLEGATIONS**

17 58. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

18 59. Pursuant to California *Code of Civil Procedure* §382, this action is brought and may
19 be properly maintained as a class action. This action satisfies the ascertainability, numerosity,
20 commonality, typicality, adequacy, predominance, and superiority requirements of those
21 provisions.

22 60. Plaintiff bring this suit as a class action on behalf of two classes of individuals
23 defined as follows (collectively the "Classes"):

24 **Plaintiff Class**

25 All persons who have been, or currently are, employed by Defendant and who
26 held, or hold, job positions which Defendant has classified as "non-exempt"
27 employees in the State of California.
28

1 **Terminated Sub Class**

2 All members of the Plaintiff Class whose employment ended during the
3 Class Period.

4 (Collectively “Class Members” or “Plaintiff Class”)

5 61. Plaintiff is informed and believes, and on that basis alleges, that during the class
6 period thousands of class members have been employed by Defendant as non-exempt employees in
7 the State of California. Because so many persons have been employed by Defendant in this
8 capacity, the members of the Plaintiff Class are so numerous that joinder of all members is
9 impossible and/or impracticable.

10 62. Common questions of law, in fact, exist as to all members of the Plaintiff Class and
11 predominate over any questions affecting solely individual members of the Plaintiff Class. Among
12 the questions of law and fact, that are relevant to the adjudication of class members claims are as
13 follows:

- 14 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
15 California wage and hour statutes;
16 b. Whether Defendant maintained accurate records of the hours worked by employees;
17 c. Whether Defendant failed to pay Plaintiff and Class Members for all hours worked;
18 d. Whether Defendant had a standard policy of not providing compliant meal breaks
19 and premiums to Plaintiff and members of the Plaintiff Class;
20 e. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and
21 members of the Plaintiff Class with true and proper wage statements upon payment
22 of wages, in violation of California *Labor Code* § 226;
23 f. Whether Defendant unlawfully/or willingly failed to timely pay Plaintiff and the
24 Terminated Sub Class upon termination;
25 g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so,
26 the proper measure of such damages, as well as interest, penalties, costs, attorneys’
27 fees, and equitable relief;
28 h. Whether Defendant’s conduct as alleged herein violates the Unfair Business
 Practices Act of California, *Bus. & Prof. Code* § 17200, *et seq.*

1 63. The claims of the named Plaintiff are typical of the claims of the members of the
2 Plaintiff Class. Plaintiff and the members of the Plaintiff Class sustained losses, injuries and
3 damages arising from Defendant's common policies, practices, procedures, protocols, routines, and
4 rules which were applied to other class members as well as Plaintiff. Plaintiff seeks recovery for
5 the same type of losses, injuries, and damages as were suffered by other members of the proposed
6 class.

7 64. Plaintiff is an adequate representative of the proposed classes because she is a
8 member of the class, and her interests do not conflict with the interests of the members she seeks to
9 represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex
10 class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for
11 the benefit of the classes. The interests of the Class Members will fairly and adequately be
12 protected by Plaintiff and her attorneys.

13 65. A class action is superior to other available methods for the fair and efficient
14 adjudication of this litigation since individual litigation of the claims of all Class Members is
15 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an
16 individual basis, because this would potentially result in hundreds of individuals, repetitive
17 lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory
18 judgments, and the prospect of a "race to the courthouse," and an inequitable allocation of recovery
19 among those with equally meritorious claims. By contrast, the class action device presents far
20 fewer management difficulties, and provides the benefit of a single adjudication, economics of
21 scale, and comprehensive supervision by a single court.

22 66. The various claims asserted in this action are additionally or alternatively certifiable
23 under the provisions of the California *Code of Civil Procedure* § 382 because:

- 24 a. The prosecution of separate actions by hundreds of individual class members
25 would create a risk of varying adjudications with respect to individual class
26 members, thus establishing incompatible standards of conduct for Defendants, and
27 b. The prosecution of separate actions by individual class members would also
28 create the risk of adjudications with respect to them that, as a practical matter,
would be dispositive of the interest of the other class members who are not a party

1 to such adjudications and would substantially impair or impede the ability of such
2 non-party class members to protect their interests

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES**

5 **(By Plaintiff and Members of the Putative Class Against Defendant)**

6 67. Plaintiff incorporates herein by reference the allegations set forth above.

7 68. At all times relevant herein, which comprise the time period not less than four (4)
8 years preceding the filing of this action, Defendant was required to compensate their hourly
9 employees at the correct regular rate of pay.

10 69. For at least the four (4) years preceding the filing of this action, Defendant failed to
11 compensate employees for all hours worked. Defendant implemented policies that actively
12 prevented employees from being compensated for all time worked.

13 70. Under the above-mentioned wage order and state regulations, Plaintiff and the
14 Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four
15 (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of
16 suit in accordance with California *Labor Code* § 218.5, and penalties pursuant to California *Labor*
17 *Code* §203 and 206.

18 71. The applicable IWC Wage Order defines “hours worked” to mean “the time during
19 which an employee is subject to the control of an employer and includes all the time the employee
20 is suffered or permitted to work, whether or not required to do so.”

21 72. Defendant suffered or permitted Plaintiff and members of the Plaintiff Class to work
22 portions of the day for which Defendant failed to compensate them. The non-exempt employees
23 were subject to Defendant’s control during this time.

24 73. California *Labor Code* §1182.12 and the applicable IWC Wage Order section 4
25 provide that on and after July 1, 2014, the minimum wage for all industries shall not be less than
26 nine dollars (\$9) per hour, on and after January 1, 2016, the minimum wage for all industries shall
27 not be less than ten dollars (\$10) per hour, on and after January 1, 2017, the minimum wage for all
28 industries shall not be less than ten dollars and fifty cents (\$10.50) per hour, on and after January 1,
2018, the minimum wage for all industries shall not be less than eleven dollars (\$11) per hour.

1 74. California *Labor Code* § 1194(a) provides in relevant part: “Notwithstanding any
2 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage []
3 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
4 [], including interest thereon, reasonable attorney’s fees, and costs of suit.”

5 75. California *Labor Code* § 1194.2(a) provides in relevant part: “In any action under
6 section 1193.6 or section 1194 to recover wages because of the payment of a wage less than the
7 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
8 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

9 76. California *Labor Code* § 1197 provides: “The minimum wage for employees fixed
10 by the commission is the minimum wage to be paid to employees, and the payment of a less wage
11 than the minimum so fixed is unlawful.”

12 77. Plaintiff is informed and believes, and therefore alleges, that Defendant’s
13 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours
14 spent performing their job duties.

15 78. For example, Defendant required Plaintiff and Class Members to consistently work
16 off the clock, including during their meal breaks. The failure to pay at least minimum wages to
17 Plaintiff and members of the Plaintiff Class for each and every hour worked violates California
18 *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable IWC Wage Order, section
19 4; and California *Business & Professions Code*.

20 79. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class
21 for each and every hour worked violates California *Labor Code* §§ 221 and 223; IWC Wage Order;
22 and California *Business & Professions Code*.

23 80. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual,
24 compensatory, punitive, and exemplary damages in amounts according to proof at the time of trial.

25 81. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
26 Class have been damaged in an amount according to proof at time of trial.
27
28

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 82. Plaintiff hereby incorporates by reference each and every one of the allegations
5 contained in the preceding paragraphs as if the same were fully set forth herein.

6 83. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class
7 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of
8 not less than thirty (30) minutes without duty.

9 84. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that
10 Defendant routinely failed to provide Plaintiff and the members of the Classes with such meal
11 periods without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not
12 waived their right to the same. Thus, Defendant failed to provide Plaintiff and the members of the
13 Classes with meal periods required by California *Labor Code* §§ 226.7, 512, 516 and IWC Wage
14 Order, section 11 and categorically failed to pay any and all meal period wages due.

15 85. Plaintiff and Class Members seek damages pursuant to California *Labor Code* §§
16 226.7(b) and IWC Wage Order section 11(D), in the amount of one additional hour of pay at the
17 regular rate for each work day that the meal period is/was not provided to Plaintiff and any member
18 of members of the Classes, the cumulative sum of which is to be determined at trial.

19 86. Specifically, meal breaks were often short, and Plaintiff and other Class Members
20 were required to resume their work duties, off the clock.

21 87. Plaintiff and the members of the Classes seek prejudgment interest on all amounts
22 recovered herein pursuant to California *Labor Code* §§ 218.6, 1194(a) and the California *Civil*
23 *Code* §§3287(b) and 3289.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE**

26 **STATEMENTS**

27 **(By Plaintiff and Members of the Putative Class Against Defendant)**

28 88. Plaintiff hereby incorporates by reference each and every one of the allegations

1 contained in the preceding paragraphs as if the same were fully set forth herein.

2 89. California *Labor Code* § 226(a) and IWC Wage Order, section 7(B) require
3 employers to furnish each employee with a statement itemizing, among other things, the total hours
4 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

5 90. Defendant knowingly and intentionally failed to furnish Plaintiff and the members
6 of the Classes with timely, itemized statements in compliance with California *Labor Code* § 226(a)
7 and IWC Wage Order section 7(B).

8 91. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly
9 and intentionally failed to furnish Plaintiff and the Class Members with timely, itemized statements
10 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly
11 rates in effect during each respective pay period and the corresponding number of hours worked at
12 each hourly rate by each respective individual.

13 92. Plaintiff is informed and believes, and thereon alleges, that Defendant did not
14 maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff
15 and the members of the Classes as required under California *Labor Code* § 1174.5. This is a result
16 of missing pay and missed meal break premiums.

17 93. As a result of not having kept accurate records, Plaintiff and the Class Members
18 suffered injuries in the form of confusion over whether they received all wages owed to them, and
19 difficulty and expense in reconstructing pay records in addition to other injuries which may come
20 to light during the discovery process.

21 94. Plaintiff and the members of the Classes herein seek damages and penalties
22 pursuant to California *Labor Code* § 226(e) for Defendant's violations of California *Labor Code* §
23 226(a).

24 95. Plaintiff and Class Members also seek preliminary and permanent injunctive relief
25 and an award of reasonable attorneys' fees and costs pursuant to California *Labor Code* § 226(h).

26 96. Plaintiff and the members of members of the Classes also request relief as
27 described below.
28

FOURTH CAUSE OF ACTION
FAILURE TO PAY WAGES AT TIME OF
TERMINATION

(By Plaintiff and Members of the Terminated Sub Class Against Defendant)

97. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

98. At all times, relevant herein, Defendant was required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to California *Labor Code* §§ 201-203.

99. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of the Terminated Sub Class their final wages pursuant to California *Labor Code* §§ 201-203, and accordingly owe waiting time penalties pursuant to California *Labor Code* § 203.

100. This includes missing compensation as a result of meal break premiums and for failing to pay for all worked hours.

101. The conduct of Defendant and its agents and managerial employees as described herein was willful, and in violation of the rights of Plaintiff and the individual members of the Terminated Sub Class.

102. Plaintiff is informed and believes, and based thereon alleges, that Defendant's willful failure to pay wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to California *Labor Code* § 203.

FIFTH CAUSE OF ACTION
VIOLATIONS OF CALIFORNIA

BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

103. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

104. Section 17200 of the California *Business and Professions Code* prohibits any

1 unlawful, unfair or fraudulent business act or practice.

2 105. Plaintiff brings this cause of action in a representative capacity on behalf of the
3 general public and the persons affected by the unlawful and unfair conduct described herein.
4 Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and
5 monetary damages because of Defendant's actions.

6 106. The actions by Defendant as herein alleged amount to conduct which is unlawful
7 and a violation of law. As such, said conduct amounts to unfair business practices in violation of
8 *California Business and Professions Code § 17200, et seq.*

9 107. Defendant's conduct as herein alleged has damaged Plaintiff and the members of the
10 Plaintiff Class by denying them wages due and payable, by failing to provide proper meal breaks,
11 by failing to pay for all hours worked and by failing to pay all wages due in a timely manner at the
12 time of termination (for the Terminated Sub Class). Defendant's actions are thus substantially
13 injurious to Plaintiff and the members of the Plaintiff Class, causing them injury in fact and loss of
14 money.

15 108. Because of such conduct, Defendant has unlawfully and unfairly obtained monies
16 due to the Plaintiff and the members of the Plaintiff Class.

17 109. All members of the Plaintiff Class can be identified by reference to payroll and
18 related records in the possession of the Defendant. The amount of wages due to Plaintiff and
19 members of the Plaintiff Class can be readily determined from Defendant's records. The Class
20 Members are entitled to restitution of monies due and obtained by Defendant's during the Class
21 Period as a result of Defendant's unlawful and unfair conduct.

22 110. During the Class Period, Defendant committed, and continues to commit, acts of
23 unfair competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and
24 among other things, engaging in the acts and practices described above.

25 111. Defendant's course of conduct, acts, and practices in violation of the California law
26 as mentioned in each paragraph above constitutes a separate and independent violation of § 17200,
27 *etc.*, of the *Business and Professions Code*.

28 112. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully

1 denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendant's policies and
2 practices and, therefore, Defendant's actions described herein constitute an unfair business practice
3 or act within the meaning of *Business and Professions Code* § 17200.

4 113. Defendant's conduct described herein threatens an incipient violation of California's
5 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
6 threatens or harms competition.

7 114. Defendant's course of conduct described herein further violates California *Business*
8 *and Professions Code* § 17200 in that it is fraudulent, improper, and unfair.

9 115. The unlawful, unfair, and fraudulent business practices and acts of Defendant as
10 described herein-above have injured Plaintiff and members of the Plaintiff Class in that they were
11 wrongfully denied the timely and full payment of wages due to them.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

- 14 1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
- 15 2. For an order that counsel for Plaintiff be appointed class counsel
- 16 3. Certification of this class action on behalf of the proposed Plaintiff and Terminated
17 Sub-Class;
- 18 4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated
19 Sub Class;
- 20 5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class
21 and disgorgement of all profits from the unlawful business practices of Defendant
22 An order appointing Plaintiff's counsel as class counsel;
- 23 6. Prejudgment and post judgment interest on all sums awarded;
- 24 7. For compensatory damages;
- 25 8. For penalties pursuant to California *Labor Code* §§ 200, 226, 226.7, 226.3, 226.7;
- 26 9. For interest accrued to date;
- 27 10. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§
28 226 and 1194;

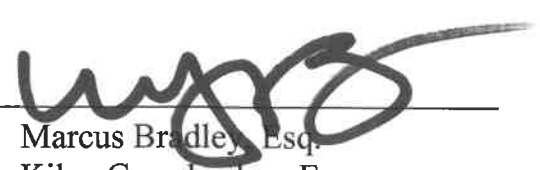
1 11. A declaratory judgment that Defendant has knowingly and intentionally violated the
2 following provisions of law;

- 3 a. California *Labor Code* §§ 1182, 1194, 1197, 221, 223 for failing to
4 pay minimum wages for all hours worked;
5 b. California *Labor Code* §§ 226.7 and 512 for failing to provide meal
6 periods;
7 c. California *Labor Code* §§ 226 for failing to furnish accurate itemized
8 wage statements;
9 d. California *Labor Code* §§ 201 and 203 for waiting time penalties;
10 and
11 e. California Business & Professions Code §§ 17200-08 by violating
12 the provisions set forth herein above.

13 12. For all such other and further relief that the Court may deem just and proper.

14 DATED: August 26, 2021

BRADLEY/GROMBACHER, LLP
HEKMAT LAW GROUP

17 By: 

18 Marcus Bradley, Esq.
19 Kiley Grombacher, Esq.
20 Lirit King, Esq.
21 Joseph Hekmat, Esq.

22 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims
by jury to the extent authorized by law.

DATED: August 26, 2021

**BRADLEY/GROMBACHER, LLP
HEKMAT LAW GROUP**

By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
Joseph Hekmat, Esq.

Attorneys for Plaintiff