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1 Jose R. Garay (SBN: 200494)
jose@garaylaw.com

2 **JOSE GARAY, APLC**
 249 E. Ocean Blvd. #814
 3 Long Beach, CA 90802
 Telephone: (949) 208-3400
 4 Facsimile: (562) 590-8400

5 Daniel J. Hyun (State Bar No. 309184)
dh@danielhyunlaw.com

6 Shelly D. Song (State Bar No. 312036)
ss@danielhyunlaw.com
 7 **LAW OFFICE OF DANIEL J. HYUN**
 1100 West Town and Country Road, Suite 1250
 8 Orange, California 92868
 Telephone: (949) 596-4782
 9 Facsimile: (949) 528-2596

10 Attorneys for Plaintiff JUANA GARCIA

11
 12 **SUPERIOR COURT OF CALIFORNIA**
 13 **COUNTY OF LOS ANGELES**

14
 15 JUANA GARCIA, an individual, on behalf of
 16 herself, other aggrieved employees, and the State
 of California,

17 Plaintiff,

18 vs.

19 UNIFIRST CORPORATION; and DOES 1
 20 through 50, inclusive,

21 Defendants.
 22 ,

Case No. 21STCV41324

Assigned for All Purposes to:

**REPRESENTATIVE ACTION
 COMPLAINT FOR VIOLATION OF THE
 PRIVATE ATTORNEYS GENERAL ACT
 OF 2004 (CAL. LAB. CODE §§ 2698, ET
 SEQ.)**

1 Plaintiff JUANA GARCIA (“Plaintiff”), individually and on behalf of other Aggrieved
2 Employees and the State of California, hereby brings this representative action Complaint
3 (“Complaint”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor
4 Code Sections 2698, *et seq.*, against Defendants UNIFIRST CORPORATION and DOES 1 through
5 50, inclusive (collectively “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
8 brought by Plaintiff on behalf of all current and former non-exempt employees of Defendants
9 employed in California during the PAGA Period (collectively the “Aggrieved Employees”). The term
10 PAGA Period is defined as one year prior to the submission of Plaintiff’s notice of Labor Code
11 violations to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
12 Defendants until resolution.

13 2. Plaintiff is informed and believes, and thereon alleges, that Defendant UNIFIRST
14 CORPORATION (“UniFirst”) owns and operates a company that provides workwear and textile
15 services, uniform management, protective clothing, and custom corporate image apparel programs to
16 businesses throughout California and maintains multiple locations in California, including in Los
17 Angeles County.

18 3. Plaintiff and Aggrieved Employees were employed by Defendants, and performed
19 work for Defendants at Defendants’ worksites throughout California.

20 4. Through this action, Plaintiff is alleging that Defendants have engaged in a systematic
21 pattern of wage and hour violations under the California Labor Code (“Labor Code”).

22 5. Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period,
23 Defendants maintained practices of violating state wage and hour laws, including Labor Code sections
24 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
25 1198, 2800, and 2802 by, among other things: failing to pay all wages (including minimum, regular,
26 and overtime wages), failing to provide meal and rest periods or compensation in lieu thereof, failing
27 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
28 statements, failing to maintain accurate records of hours worked, and failing to reimburse business

1 expenses.

2 6. Plaintiff brings this representative action seeking monetary relief against Defendants
3 on behalf of herself and other Aggrieved Employees to recover, among other things, penalties,
4 attorneys' fees, and costs pursuant to Labor Code Sections 2698, *et seq.*

5 **JURISDICTION AND VENUE**

6 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
7 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
8 in all cases except those given to other trial courts. All claims alleged herein arise under California
9 law for which Plaintiff seeks relief authorized by California law. Further, this is a representative PAGA
10 action and the penalties and other relief sought by Plaintiff exceeds the minimal jurisdictional limits
11 of the Superior Court and will be established according to proof at trial.

12 8. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
13 California, a corporation or association organized under the laws of the State of California, an
14 association authorized to do business in California and registered with the California Secretary of
15 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
16 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
17 and distribution of its products and/or services in California to render the exercise of jurisdiction by
18 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
19 jurisdictional threshold for diversity jurisdiction in federal court.

20 9. Venue in Los Angeles County is proper under California Business & Professions Code
21 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
22 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
23 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
24 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
25 offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction
26 of this Court.

27 **PARTIES**

28 10. Plaintiff is a resident of California. On or about April 25, 1998, Defendants hired

1 Plaintiff as a non-exempt hourly employee. Plaintiff's job duties include, *inter alia*, pressing shirts and
2 administrative duties such as recording the number of shirts pressed.

3 11. Plaintiff is informed, believes and thereon alleges that, at all relevant times, UNIFIRST
4 CORPORATION ("UNIFIRST") was and is a Massachusetts corporation. UNIFIRST owns and
5 operates a company that provides workwear and textile services, uniform management, protective
6 clothing, and custom corporate image apparel programs to businesses throughout California and
7 maintains multiple locations in California, including in Los Angeles County. Plaintiff is further
8 informed, believes and thereon alleges that, at all relevant times, UNIFIRST regularly conducted and
9 conducts business within the State of California and derives substantial revenues from services
10 performed in California. In addition, Plaintiff is informed, believes and thereon alleges that, at all
11 relevant times, UNIFIRST was and is an employer subject to California state wage and hour laws.

12 12. Defendants continue to employ non-exempt employees within California.

13 13. Plaintiff is unaware of the true names and capacities of those Defendants identified as
14 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is informed,
15 believes and thereon alleges that at all relevant times each DOE Defendant was a parent, sister, or
16 related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related
17 entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff
18 will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant
19 when their names have been ascertained and identified. Plaintiff is informed, believes and thereon
20 alleges that each of the Defendants sued as DOES 1 through 50 participated in, received the benefit
21 of, or was in some way responsible for one or more of the wrongful acts and omissions and some
22 portion of the damages alleged herein.

23 14. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
24 Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out
25 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
26 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
27 employer and/or joint employer of Plaintiff and the Aggrieved Employees.

28 15. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of them,

1 at all times material hereto, were the joint employers, parent companies, successor companies,
2 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
3 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
4 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
5 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
6 alleged.

7 16. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
8 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
9 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
10 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
11 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
12 their business in the business name, exercising complete control and dominance over such business;
13 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
14 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were
15 without the financial solvency and responsibility required by law; and (3) that all of the assets of the
16 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
17 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
18 leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that
19 there exists a principal-agency relationship between and among Defendants.

20 17. At all relevant times herein, Defendants were agents of each other and acting within
21 the course and scope of their agency.

22 **GENERAL ALLEGATIONS**

23 18. At all relevant times herein, Defendants employed Plaintiff and other persons as non-
24 exempt employees.

25 19. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
27 knowledgeable about California wage and hour law, employment and personnel practices, and the
28 requirements of California.

1 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
2 enforced against Plaintiff and Aggrieved Employees unlawful employment practices and policies
3 which violate the California Labor Code and IWC Wage Orders.

4 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
5 have known they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had
6 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do
7 so all in order to increase Defendants' profits.

8 22. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
9 Defendants failed to pay Plaintiff and Aggrieved Employees all minimum, regular, and overtime
10 wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During the PAGA
11 Period, Plaintiff and Aggrieved Employees regularly worked more than eight (8) hours and/or 10 hours
12 per workday and/or over 40 hours per workweek. Defendants failed to pay Plaintiff and other
13 Aggrieved Employees for all hours worked by requiring them to work off-the-clock before and after
14 their scheduled shifts. For example, Plaintiff and Aggrieved Employees were required to arrive
15 promptly to work but were not allowed to clock in until their scheduled start time. In addition, Plaintiff
16 and Aggrieved Employees were sometimes required to perform work after they clocked out, such as
17 pressing extra shirts, without compensation. Defendants also failed to pay Plaintiff and other
18 Aggrieved Employees for time spent obtaining COVID-19 vaccinations at Defendants' direction. In
19 addition, instead of paying wages, Defendants would compensate Plaintiff and other Aggrieved
20 Employees with vacation pay rather than wages at the proper rates, including overtime compensation.
21 Further, Plaintiff and other Aggrieved Employees were required to clock out for meal periods and
22 continue working through their meal periods without compensation. Additionally, Plaintiff and other
23 Aggrieved Employees had to spend time waiting in long lines to clock in and out for their shifts,
24 including during meal periods without compensation. As such, Defendants failed to pay Plaintiff and
25 other Aggrieved Employees minimum, regular, and overtime wages for all hours worked, in violation
26 of the Labor Code and applicable IWC Wage Orders.

27 23. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
28 Defendants deprived Plaintiff and Aggrieved Employees of the opportunity to take all of their

1 statutorily entitled meal periods within the appropriate time intervals or provide compensation in lieu
2 thereof in violation of the Labor Code and IWC Wage Orders. During the PAGA Period, Defendants
3 failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to
4 Plaintiff and other Aggrieved Employees as required by Labor Code section 512 and section 11 of the
5 applicable Wage Order. Specifically, Plaintiff and Aggrieved Employees regularly worked through
6 their meal periods, off-the-clock, due to Defendants' understaffing, work demands, and quotas.
7 Defendants pressured Plaintiff and other Aggrieved Employees to meet the company's quotas. For
8 example, Defendants utilize a system wherein a large television displays the employees' names along
9 with a color-coded system of green, yellow, and red. Green meant that an employee was meeting their
10 quota, yellow meant they would be disciplined for being behind on the number of shirts they were
11 required to press, and red meant they were not meeting their quotas. As such, Plaintiff and Aggrieved
12 Employees were pressured to regularly clock out for meal periods and continue working, then clock
13 back in, and take their meals at a later time (if at all) – well after the fifth hour of work. In addition,
14 Plaintiff and Aggrieved Employees ate their meals while working or were otherwise restricted to
15 Defendants' worksite. Due to Defendants' understaffing, Plaintiff and Aggrieved Employees also
16 missed their meal periods, had them interrupted, and/or shortened. Thus, Plaintiff and Aggrieved
17 Employees were denied off-duty meal periods. Plaintiff is informed, believes, and thereon alleges that
18 Defendants also auto-deducted 30-minute meal periods regardless of whether Plaintiff and other
19 Aggrieved Employees were not provided with meal periods, and rounded meal periods in violation of
20 California law. Defendants also failed to provide second meal periods when Plaintiff and other
21 Aggrieved Employees worked over 10 hours per workday. Despite these meal period violations,
22 Defendants failed to compensate Plaintiff and other Aggrieved Employees with an additional hour of
23 pay at their regular rate for every day in which they suffered a meal period violation. Accordingly,
24 Defendants failed to provide Plaintiff and Aggrieved Employees with timely, uninterrupted off-duty
25 meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a
26 workday, and failed to compensate Plaintiff and Aggrieved Employees with an additional hour of pay
27 at their regular rate of pay for every day in which they were denied a compliant meal period in violation
28 of the Labor Code and applicable IWC Wage Orders.

1 24. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
2 Defendants failed to permit Plaintiff and Aggrieved Employees to take all of their statutorily entitled
3 10-minute rest periods for every four (4) hours worked or major fraction thereof or provide
4 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Specifically,
5 Defendants failed to provide rest breaks to Plaintiff and Aggrieved Employees due to its understaffing
6 and quotas as mentioned above. As such, Plaintiff and Aggrieved Employees regularly missed their
7 rest breaks, had them restricted to the worksite, shortened, interrupted, and/or missed altogether. Thus,
8 Plaintiff and Aggrieved Employees were denied off-duty rest periods. Notwithstanding these rest
9 break violations, Defendants failed to compensate Plaintiff and other Aggrieved Employees with an
10 additional hour of pay at their regular rate for every day in which they suffered a rest period violation.
11 Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

12 25. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
13 Defendants failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses
14 incurred in the performance of their duties and/or for Defendants' benefit in violation of the Labor
15 Code and IWC Wage Orders. For example, Plaintiff and other Aggrieved Employees separately
16 laundered and maintained their work uniforms without reimbursement since they became heavily
17 soiled from chemicals and grease. Accordingly, Defendants violated the Labor Code and applicable
18 IWC Wage Orders.

19 26. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
20 Defendants willfully failed to timely pay all wages due to the Aggrieved Employees upon separation
21 of employment in violation of the Labor Code and IWC Wage Orders. Aggrieved Employees who
22 were formerly employed by Defendants during the PAGA Period were not paid all wages (including
23 minimum, regular, and overtime wages), reimbursements, meal period premiums, and/or rest period
24 premiums within the required time period in violation of the Labor Code and applicable IWC Wage
25 Orders.

26 27. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
27 Defendants failed to furnish Plaintiff and Aggrieved Employees with accurate and complete wage
28 statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Aggrieved Employees

1 received wage statements which did not accurately reflect the gross and net wages earned, total hours
2 worked, and all applicable rates of pay and the corresponding number of hours worked at each pay
3 rate, among other things in violation of the Labor Code and IWC Wage Orders.

4 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
5 have known that Defendants were required to keep accurate records of the hours worked by Plaintiff
6 and Aggrieved Employees. In violation of the California Labor Code, Defendants failed to maintain
7 accurate records of hours worked by Plaintiff and Aggrieved Employees due to the unlawful practices
8 mentioned above.

9 29. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
10 described throughout this Complaint were willful.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

14 **(Against All Defendants)**

15 30. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
16 fully set forth herein.

17 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
18 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
19 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
20 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
21 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

22 32. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
23 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
24 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
25 after 65 days have passed without notice from the LWDA.

26 33. On August 27, 2021, Plaintiff gave written notice of the specified provisions alleged to
27 have been violated, including the facts and theories to support the alleged violations, as required by
28 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to

1 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
2 More than 65 days have passed since Plaintiff submitted her PAGA notice to the LWDA without a
3 response from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under
4 Labor Code Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on
5 behalf of herself and all other Aggrieved Employees under PAGA.

6 34. For all provisions of the Labor Code except those for which a civil penalty is
7 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
8 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
9 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
10 Defendants violated these provisions of the Labor Code.

11 35. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
12 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
13 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 20
14 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
15 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
16 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
17 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
18 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
19 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
20 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
21 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1,
22 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
23 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
24 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
25 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
26 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929,
27 and Sections 3073.6, 6310, 6311, and 6399.7.

28 36. Labor Code Section 558(a) provides "[a]ny employer or other person acting on behalf

1 of an employer who violates, or causes to be violated, a section of this chapter or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
3 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
5 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee was underpaid.”

7 37. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
8 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
9 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
10 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
12 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
13 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
14 the employee is underpaid regardless of whether the initial violation is intentionally committed.

15 38. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
16 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
17 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
18 violation in a subsequent citation, for which the employer fails to provide the employee a wage
19 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
20 penalties provided for in this section are in addition to any other penalty provided by law.”

21 39. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
22 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
23 to employees.

24 40. Defendants’ conduct with respect to Plaintiff and the other Aggrieved Employees
25 violates numerous Labor Code Sections including, but not limited to, the following:

26 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
27 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and overtime
28 wages) owed to Plaintiff and other Aggrieved Employees during employment and upon separation of

1 employment as herein alleged;

2 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
3 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed meal
4 periods as herein alleged;

5 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
6 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods as
7 herein alleged;

8 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
9 itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged;

10 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
11 accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein
12 alleged; and

13 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
14 business expenses to Plaintiff and other Aggrieved Employees as herein alleged.

15 41. As set forth above, Defendants have violated numerous provisions of the Labor Code
16 regulating hours and days of work as well as the IWC Wage Orders.

17 42. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators
18 and had one or more of the alleged violations committed against her, and therefore is properly suited
19 to represent the interests of all other Aggrieved Employees.

20 43. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
21 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
22 above.

23 44. For bringing this action, Plaintiff is also entitled to attorney’s fees and costs incurred
24 herein.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff, on behalf of herself and the Aggrieved Employees, prays for
27 judgment and the following specific relief against Defendants, jointly and severally, as follows:

28 1. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant

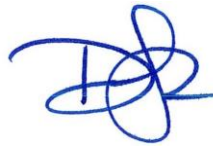
1 to Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

2 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
3 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
4 Section 1021.5; and

5 3. For such other relief as the Court deems just and proper.
6

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8 Dated: November 9, 2021

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

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10 

11 By: _____

12 Jose R. Garay
13 Daniel J. Hyun
14 Shelly D. Song
Attorneys for Plaintiff JUANA GARCIA
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