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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

HECTOR LOPEZ, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

SUNRISE FOODS, LLC dba JACK IN THE  
BOX a California limited liability company, and  
DOES 1 to 10, inclusive

Defendant.

**CASE NO.**

**CLASS ACTION COMPLAINT FOR:**

1. Failure to Pay All Wages in Violation of Cal. Labor Code §§ 500, 510, 1194;
2. Failure to Provide Meal Periods in Violation of Cal. Labor Code §§ 226.7, 512;
3. Failure to Provide Rest Periods in Violation of Cal. Labor Code §§ 226.7, 512;
4. Failure to Reimburse for Business Expenses in Violation of Cal. Labor Code § 2802,
5. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Cal. Labor Code §§ 226;
6. Waiting Time Penalties Pursuant to Cal. Labor Code §§ 201, 203;
7. Failure to Provide Wage Theft Act Notice in Violation of Cal. Labor Code § 2810.5;
8. Failure to pay reporting time pay;
9. Violations of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

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Attorneys for Plaintiff

1 Plaintiff, HECTOR LOPEZ (hereinafter "Plaintiff"), on behalf of himself and all others  
2 similarly situated, and all aggrieved employees, hereby file this Complaint against Defendant  
3 SUNRISE FOODS, LLC a California limited liability company dba Jack in the Box (hereinafter  
4 referred to as "Defendant"). Plaintiff is informed and believes, and on the basis of that information  
5 alleges, as follows:

## 6 INTRODUCTION

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

10 2. This action is brought as a class action on behalf of all current and former  
11 employees of Defendants at any time from four years preceding the filing of the initial complaint  
12 until judgment is rendered in this action ("Class Period").

13 3. This is an enforcement action under the Labor Code Private Attorneys General Act  
14 of 2004, California Labor Code §2698 *et seq.* ("PAGA") to recover civil penalties and any other  
15 available relief on behalf of Plaintiff, the State of California, and former and current non-exempt  
16 employees of Defendant SUNRISE FOODS LLC, doing business and employing individuals in  
17 California.

18 4. Plaintiff is informed and believes and thereon alleges that Defendant and DOES 1  
19 through 10 (collectively "Defendants") employ hundreds of employees throughout California,  
20 whose rights Sunrise Foods LLC violated and continues to violate under California law.

21 5. Specifically, as to Plaintiff and others similarly situated, Defendants have:

- 22 a. Failed and continue to fail to pay overtime for all overtime hours worked in  
23 violation of Labor Code §§ 510 and 1194 and the Applicable Wage Order;
- 24 b. Failed and continue to fail to authorize or permit all meal periods in violation of  
25 Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;
- 26 c. Failed and continue to fail to authorize or permit all rest breaks in violation of Labor  
27 Code § 226.7;
- 28 d. Failed to reimburse business expenses in violation of *Labor Code* § 2802;

- e. Failed to timely furnish accurate itemized wage statements in violation of *Labor Code* § 226;
- f. Failed to pay final wages in a timely manner pursuant to *Labor Code* §§ 201, 203;
- g. Failed to provide wage theft act notice in violation of Cal. *Labor Code* 2810.5; and
- h. Failed and continue to fail to provide reporting time pay pursuant to Industrial Welfare Commission Wage Orders.

6. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged in, among other things a system of willful violations of the California *Labor Code*, California *Business and Professions Code*, and applicable IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

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

8. This matter is brought as a class action pursuant to California *Code of Civil Procedure* § 382, on behalf of Plaintiff and the Plaintiff class, which is defined more specifically below, but which is comprised, generally, of all former and current employees of Defendant Sunrise Foods LLC in California and throughout the United States.

9. This Complaint alleges systematic violations of the California *Labor Code* (hereinafter, "*Labor Code*,"), and the California *Business & Professions Code* and is brought by Plaintiff on his own behalf and on behalf of the members of the Plaintiff class.

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

11. The actions of Defendants are in violation of the California *Labor Code* as well as the wage orders of the Industrial Wage Commission of the State of California and, as a result, are

1 unlawful and unfair acts, thus constituting a violation of California *Business & Professions Code* §  
2 17200, et seq. (Unfair Practices Act).

3 12. The policies, practices and customs of Defendants described above and herein have  
4 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that  
5 routinely adhere to the requirements of the California *Labor Code* and of the *Business &*  
6 *Professions Code*.

### 7 PARTIES

8 13. Plaintiff, Hector Lopez, is an individual over the age of eighteen (18) and is now,  
9 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State  
10 of California. During the relevant time period, Plaintiff worked for Defendants as a “Team  
11 Member” at various Jack in the Box Restaurants in Los Angeles County, California from  
12 approximately March 2020, though August 17, 2020.

13 14. Plaintiff is informed and believes, and based thereon alleges, that Defendant Sunrise  
14 Foods LLC is a California Limited Liability Company doing business as Jack in the Box  
15 Restaurants.

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

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

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

28 18. Plaintiff does not know the true names or capacities, whether individual, partner or

1 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said  
2 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this  
3 complaint when the true names and capacities are known. Plaintiff is informed and believes and  
4 based thereon alleges that each of said fictitious Defendants were responsible in some way for the  
5 matters alleged herein and proximately caused Plaintiff and members of the general public and class  
6 to be subject to the illegal employment practices, wrongs and injuries complained of herein.

7 19. At all times herein mentioned, each of said Defendants participated in the doing of  
8 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
9 Defendants, and each of them, were the agents, servants and employees of each of the other  
10 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
11 within the course and scope of said agency and employment.

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

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

21 22. At all times herein mentioned, the acts and omissions of various Defendants, and  
22 each of them, concurred and contributed to the various acts and omissions of each and all of the  
23 other Defendants in proximately causing the injuries and damages as herein alleged. At all times  
24 herein mentioned, Defendants, and each of them, ratified each and every act or omission  
25 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and  
26 abetted the acts and omissions of each and all of the other Defendants in proximately causing the  
27 damages as herein alleged.

28 23. The members of the classes (as defined below), including the representative Plaintiff

1 named herein, have been employed during the Class Period in California. The practices and policies  
2 which are complained of by way of this Complaint are enforced throughout the State of California.

### 3 JURISDICTION AND VENUE

4 24. On information and belief, Defendant is either a citizen of California, has sufficient  
5 minimum contacts in California, or otherwise intentionally avails itself of the California market so  
6 as to render the exercise of jurisdiction over it by the California courts consistent with traditional  
7 notions of fair play and substantial justice.

8 25. Venue is proper in Los Angeles County because the acts which give rise to this  
9 litigation occurred in this county and Defendants do business in Los Angeles County.

### 10 FACTUAL ALLEGATIONS

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

12 27. Defendants have engaged in, and continue to engage in, unfair business practices  
13 in California by practicing, employing and utilizing the employment practices and policies outlined  
14 above.

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

#### 18 **A. Failure to Pay All Wages**

19 29. Defendants did not compensate their hourly non-exempt employees for all the  
20 minutes that they worked as described above, including but not limited to the time that the  
21 employees were subject to the control and direction of Defendants and/or the time that the  
22 employees were suffered or permitted to work.

#### 23 ***Overtime and Regular Rate of Pay***

24 30. Defendants have had a policy and/or practice of not paying its employees, including  
25 Plaintiff, overtime pay, when they work more than 8 hours a day, or double time pay when they  
26 work more than 12 hours a day, as required under California overtime laws.

27 31. Defendants also failed to pay Plaintiff and Class Members the correct regular rate of  
28 pay, as a result of bonuses that were paid out to employees.

**B. Failure to Provide Meal Periods**

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

33. At all times relevant hereto, California *Labor Code* §226.7(b) and IWC Wage Order 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.

34. Defendants failed to schedule breaks, keep records of break times and did not inform Class Members of their rights to a thirty (30) minute uninterrupted meal break under California law.

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

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

**C. Failure to Provide Rest Periods**

37. At all times relevant hereto, California *Labor Code* § 226.7 and the applicable IWC Wage Order, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each four (4) hours of work, during which employees are relieved of all duty.

38. At all times relevant hereto, California *Labor Code* § 226.7(b) and IWC Wage Order section 12 required employers to pay one hour of additional pay at the regular rate of compensation for each employee and each workday that a proper rest period is not provided.

39. Defendants regularly failed to provide a ten (10) minute paid rest period for each four (4) hours of work, during which Plaintiff and members of the Plaintiff Class were relieved of all duties.

40. Throughout the statutory period, Plaintiff and members of the Plaintiff Class frequently experienced late, missed and interrupted rest periods.

**D. Failure to Reimburse for All Work-Related Expenses**

41. At all times relevant hereto, California *Labor Code* § 2802 and IWC Wage Order require an employer to indemnify employees for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of the employees' duties, or the employees' obedience to the directions of the employer. Further, an employer shall not collect or receive from an employee any part of wages theretofore paid by employer to employee.

42. Defendants have a continuous policy and/or practice of failing to reimburse and/or indemnify Plaintiff and the members of the Classes defined below for, including, but not limited to uniform maintenance cost and mileage.

**E. Failure to Provide Accurate Itemized Wage Statements**

43. At all times relevant hereto, California *Labor Code* § 226 and the applicable 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, all applicable hourly rates worked during each pay period, the corresponding number of hours worked at each hourly rate, and meal breaks taken.

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

**F. 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 §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

1           46. Defendants willfully and knowingly failed to pay Plaintiff and members of the  
2 plaintiff class upon termination of employment, all accrued compensation, payment of minimum  
3 wage compensation and missed meal and rest period compensation. As a result, Defendants are  
4 liable both for accrued wages due at termination and for waiting time penalties.

5       **G. Failure to Pay Reporting Time Pay**

6           47. Pursuant to the Applicable Wage Orders, an employee is entitled to reporting time  
7 pay if that employee is required to report to work and does report but is not put to work or is  
8 furnished less than half of said employee's usual or schedule workday. (See e.g., Wage Orders 4 &  
9 5 §§ 5(A)). The amount of reporting time that must be paid "is half the usual or scheduled day's  
10 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's  
11 regular rate of pay..." *Id.*

12           48. During the applicable recovery period, Sunrise has had a pattern and practice of not  
13 providing its employees, including Plaintiff, with reporting time pay when those employees are  
14 called off work by their assigned facilities if business was slow. Rather, Plaintiff and members of  
15 the plaintiff class were only paid for the time spent at their work location prior to being sent home.

16       **H. Failure to Provide Wage Theft Notice**

17           49. California *Labor Code* § 2810.5 explicitly requires that employers provide notice to  
18 employees of their rate(s) of pay, designated pay day, the employer's intent to claim allowances  
19 (meal or lodging allowances) as part of the minimum wage, and the basis of wage payment  
20 (whether paying by hour, shift, day, week, piece, etc.), including any applicable rates for overtime.  
21 The law requires that the notice contain the employer's "doing business as" names, and that it be  
22 provided at the time of hiring and within 7 days of a change if the change is not listed on the  
23 employee's pay stub for the following pay period.

24           50. Defendants failed to provide Plaintiff and other members of the plaintiff class with  
25 this prescribed notice.

26       **I. Unfair Business Practices**

27           51. Defendants have engaged in, and continues to engage in, unfair business practices in  
28 California by practicing, employing and utilizing the employment practices and policies outlined

1 above.

2 52. Defendants' utilization of such unfair business practices constitutes unfair  
3 competition and provides an unfair advantage over Defendants' competitors.

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

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

12 **J. Facts Regarding Willfulness**

13 55. Plaintiff is informed and believes and based thereon alleges that Defendants are and  
14 were advised by skilled lawyers, other professionals, employees with human resources background  
15 and advisors with knowledge of the requirements of California wage and hour laws.

16 56. Plaintiff is informed and believes and based thereon alleges that at all relevant  
17 times, Defendants had a consistent policy or practice of failing to compensate Plaintiff and the  
18 members of the Plaintiff Class, including Plaintiff.

19 57. Plaintiff is informed and believes and based thereon alleges that at all relevant  
20 times, Defendants knew or should have known that, that the members of the Plaintiff Class,  
21 including Plaintiff and all other aggrieved employees were entitled to receive duty-free meal periods  
22 within the first five (5) hours of any shift of six (6) or more hours worked, and that any failure to do  
23 so requires Defendants to pay Plaintiff and all other aggrieved employees and the members of the  
24 Plaintiff Class one (1) hour of wages per day for untimely, missed, or on-duty meal periods.

25 **K. Plaintiff's Exhaustion of Administrative Remedies**

26 58. Plaintiff is currently complying with the procedures for bringing suit specified in  
27 California *Labor Code* § 2699.3.

28 59. By letter dated August 10, 2021, required notice to the Labor and Workforce

1 Development Agency (“LWDA”) and Defendants of the specific provisions of the California *Labor*  
2 *Code* alleged to have been violated, including the facts and theories to support the alleged  
3 violations.

4 60. Assuming that the LWDA declines to investigate or fails to respond to such notice,  
5 this Complaint will be amended when more than sixty-five (65) days have passed since the date the  
6 notice was mailed to Defendants and the LWDA fails to respond to Plaintiff’s notice letter.

7 **CLASS ACTION ALLEGATIONS**

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

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

12 63. Plaintiff bring this suit as a class action on behalf of two classes of individuals  
13 defined as follows (collectively the “Classes”):

14 **The Plaintiff Class:**

15 All persons who have been, or currently are, employed by Defendant and who held,  
16 or hold, positions which Defendant has classified as “non-exempt” employees in the  
17 State of California. (The term “non-exempt employee” refers to those who  
18 Defendant has classified as non-exempt from the overtime wage provisions of the  
19 California *Labor Code*.)

20 **Terminated Sub-Class:**

21 All members of the Plaintiff Class whose employment ended during the Class  
22 Period.

23 (Collectively “Class Members” or “Putative Class”)

24 **Numerosity**

25 64. Plaintiff is informed and believes, and based on such information and belief alleges,  
26 that during the class period, hundreds of class members have worked for Defendants as “non-  
27 exempt” employees. Because so many persons have worked for Defendants in this capacity, the  
28 members of the Classes are so numerous that joinder of all members is impossible and/or

1 impracticable. While the exact number and specific identities of the member class is presently  
2 unknown to Plaintiff, this information may readily be ascertained through inspection of Defendants'  
3 business records.

4 **Commonality**

5 65. Plaintiff is informed and believes, and based on such information and belief alleges,  
6 that numerous questions of law and/or fact are common to all members of the Classes including,  
7 without limitation:

- 8 a. Whether Defendants required, encouraged, suffered, or permitted non-exempt  
9 employees to perform certain work-related duties without compensation equal to at  
10 least the California minimum wage;
- 11 b. Whether Defendants required, encouraged, suffered, or permitted Plaintiff and Class  
12 Members to work while clocked out for their meal periods;
- 13 c. Whether Defendants violated California *Labor Code* § 226.2 by failing to  
14 compensate employees for rest and recovery periods;
- 15 d. Whether Defendants violated California *Labor Code* by failing to pay Plaintiff and  
16 Class members' overtime;
- 17 e. Whether Defendants failed to provide adequate off-duty meal periods and meal  
18 period compensation, in violation of California *Labor Code* §§ 226.7, 512 and IWC  
19 Wage Order section 11;
- 20 f. Whether Defendants failed to provide rest periods and rest period compensation, in  
21 violation of California *Labor Code* §§ 226.7, 512 and IWC Wage Order section 12;
- 22 g. Whether Defendants failed to reimburse Plaintiff and Class Members for all work-  
23 related expenses;
- 24 h. Whether Defendants knowingly and intentionally failed to provide Plaintiff and  
25 Class Members with accurate, itemized statements, as required by California *Labor*  
26 *Code* §§ 226 and IWC Wage Order section 7;
- 27 i. Whether Defendants violated California *Labor Code* §1174 and IWC Wage Order,  
28 section 7 by failing to document meal periods;

- j. Whether Defendants violated California *Labor Code* §201 and 202, by failing, upon termination, to timely pay all wages due;
- k. Whether Defendants violated California *Labor Code* by failing to provide Plaintiff and Class Members with Wage Theft Notices;
- l. Whether Defendants failed to provide Plaintiff and Class Members with reporting time pay;
- m. Whether Defendants' conduct constitutes unlawful, unfair and/or fraudulent business practices under the California *Business & Professions Code*;
- n. Whether members of the Classes are entitled to compensatory damages requiring Defendants to pay Class members for unpaid minimum wages and wages at designated rates;
- o. Whether members of the Classes are entitled to liquidated damages from Defendants for unpaid minimum wages under California *Labor Code* §1194.2;
- p. Whether members of the Classes are entitled to restitution of minimum wages, or wages at the designated rates;

### **Typicality**

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

### **Adequacy of Representation**

67. Plaintiff is an adequate representative of the proposed classes because he is a member of the class, and his interests do not conflict with the interests of the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this action vigorously for the benefit of the classes. The interests of the Class Members will fairly and adequately be protected by

1 Plaintiff and his attorneys.

2 **Superiority**

3 68. A class action is superior to other available methods for the fair and efficient  
4 adjudication of this litigation since individual litigation of the claims of all Class Members is  
5 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an  
6 individual basis, because this would potentially result in hundreds of individuals, repetitive lawsuits.  
7 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and  
8 the prospect of a “race to the courthouse,” and an inequitable allocation of recovery among those  
9 with equally meritorious claims. By contrast, the class action device presents far fewer  
10 management difficulties, and provides the benefit of a single adjudication, economics of scale, and  
11 comprehensive supervision by a single court.

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

- 14 a. The prosecution of separate actions by hundreds of individual class members  
15 would create a risk or varying adjudications with respect to individual class  
16 members, thus establishing incompatible standards of conduct for  
17 Defendant; and
- 18 b. The prosecution of separate actions by individual class members would also  
19 create the risk of adjudications with respect to them that, as a practical  
20 matter, would be dispositive of the interest of the other class members who  
21 are not a party to such adjudications and would substantially impair or  
22 impede the ability of such non-party class members to protect their interests

23 70. Plaintiff hereby incorporates each and every allegation contained above and  
24 realleges said allegations as if fully set forth herein.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES**

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

4 71. Plaintiff hereby incorporates by reference all other allegations contained in this  
5 Complaint as though fully set forth herein.

6 72. Pursuant to *Labor Code* §§ 200, 500, 510 and 1198 and the Applicable Wage  
7 Orders at all times relevant hereto, Defendants were required to compensate Plaintiff and the Class  
8 for all worked overtime hours, which is calculated at one and one-half times the regular rate of pay  
9 for all hours worked in excess of 8 hours per day and/or 40 hours per week. Defendants were also  
10 required to compensate Plaintiff and the Class for all hours worked in excess of 12 hours in any  
11 workday at double their regular rate of pay.

12 73. Plaintiff and the Class are non-exempt employees entitled to the protections of the  
13 Applicable Wage Orders, and *Labor Code* §§ 200, 500, 510, and 1198.

14 74. Plaintiff and the Class worked in excess of 8 hours in a workday, 12 hours in a  
15 workday, and/or 40 hours in a workweek. This was a result of missed/interrupted meal periods.  
16 Defendants failed to properly compensate them for all their overtime and/or double-time hours  
17 worked as required under the aforementioned laws.

18 75. Further, Plaintiff and Class members were not compensated at the regular rate of  
19 pay. By way of example, Plaintiff earned bonuses on 5/8/2020 and 5/22/2020 paychecks, which was  
20 not factored into his regular rate of pay.

21 76. As a direct result of aforementioned violations, Plaintiff and the Class have suffered,  
22 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost  
23 interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully  
24 perform their obligations under state law, all to these employees' respective damage in amounts  
25 according to proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

26 77. Pursuant to *Labor Code* §§ 200, 500, 510 and 1198 and the Applicable Wage Orders  
27 at all times relevant hereto, Plaintiff and the Class are entitled to recover owed overtime and  
28 double-time compensation from Defendants, as well as penalties, interest, attorney's fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

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

4 83. 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 84. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class  
7 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each  
8 and every four (4) hours worked during the workday.

9 85. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that  
10 Defendants routinely failed to provide Plaintiff and the members of the Classes with such paid rest  
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, Defendants failed to provide Plaintiff and Class Members with  
13 rest periods required by California *Labor Code* §§ 226.7, 512, and 516, IWC Wage Order, section  
14 12 and categorically failed to pay any and all rest period wages due.

15 86. Plaintiff and Class Members seek damages pursuant to California *Labor Code*  
16 §226.7(b) and the applicable IWC Wage Order section 12(B), in the amount of one additional hour  
17 of pay at the regular rate for each work day that the rest period is/was not provided to Plaintiff and  
18 any member of the Classes, the cumulative sum of which is to be determined at trial.

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

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

24 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

27 89. An employer shall indemnify employees for all necessary expenditures or losses  
28 incurred by the employees in direct consequence of the discharge of the employees' duties, or the

1 employees' obedience to the directions of the employer. Further, an employer shall not collect or  
2 receive from an employee any part of wages theretofore paid by employer to employee.

3 90. Defendants have a continuous policy and/or practice of failing to reimburse and/or  
4 indemnify Plaintiff and Class Members for, including, but not limited to uniform maintenance  
5 costs and mileage and travel costs that were required to pick up ingredients.

6 91. Said continuous policy and/or practice of failing to reimburse Plaintiff and Class  
7 Members and deducting wages from employees is illegal under California *Labor Code* Section  
8 2802 and *Cal. Code Regs.* Title 8, § 11090(8).

9 92. As a direct result of Defendants' policy of failing to reimburse Plaintiff and Class  
10 Members, Plaintiff and the Putative Class have been damaged in an amount to be proven at trial.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

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

19 95. Defendants knowingly and intentionally failed to furnish Plaintiff and the  
20 members of the Classes with timely, itemized statements in compliance with California *Labor*  
21 *Code* § 226(a) and IWC Wage Order section 7(B).

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

27 97. Plaintiff is informed and believes, and thereon alleges, that Defendants did not  
28 maintain accurate business records pertaining to the total hours worked for Defendants by Plaintiff

1 and the members of the Classes as required under California *Labor Code* § 1174.5. This is a result  
2 of missing overtime pay, incorrect rates of pay, and missed meal and rest-break premiums.

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

7 99. Plaintiff and the members of the Classes herein seek damages and penalties  
8 pursuant to California *Labor Code* § 226(e) for Defendants' violations of California *Labor Code* §  
9 226(a).

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

12 101. Plaintiff and the members of members of the Classes also request relief as  
13 described below.

#### 14 **SIXTH CAUSE OF ACTION**

#### 15 **WAITING TIME PENALTIES**

#### 16 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

19 103. California *Labor Code* § 203 provides that if an employer willfully fails to pay  
20 compensation promptly upon discharge, as required by California *Labor Code* §§ 201 or 202, then  
21 the employer is liable for waiting time penalties in the form of continued compensation of up to  
22 thirty (30) work days. For example, Defendants notified Plaintiff via text message on 8/18/2020  
23 that he had been terminated on 8/17/2020, and that Plaintiff was required to pick up his check from  
24 Defendants.

25 104. Plaintiff is informed and believes, and thereon alleges, that Defendants, in  
26 violation of California *Labor Code* § 203, consistently and willfully failed to timely pay members  
27 of the Terminated Subclass, all wages due and owing to said subclass members at the time of  
28 termination of employment, including basic minimum wages and premium pay due for meal period

1 and rest period wages as set forth hereinabove.

2 105. Plaintiff, on behalf the Terminated Subclass, seeks the penalties to which he is  
3 entitled pursuant to California *Labor Code* § 203, in the amount of each member of the Terminated  
4 Subclass' daily wage multiplied by thirty (30) days, the exact amount of which is to be determined  
5 at trial.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE WAGE THEFT ACT NOTICE**

8 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

11 107. Section 2810.5 of the *Labor Code* requires that employers provide notice to  
12 employees of their rate(s) of pay, designated pay day, the employer's intent to claim allowances  
13 (meal or lodging allowances) as part of the minimum wage, and the basis of wage payment  
14 (whether paying by hour, shift, day, week, piece, etc.), including any applicable rates for overtime.  
15 The law requires that the notice contain the employer's "doing business as" names, and that it be  
16 provided at the time of hiring and within 7 days of a change if the change is not listed on the  
17 employee's pay stub for the following pay period.

18 108. Defendants failed to provide Plaintiff and other members of the plaintiff class with  
19 this prescribed notice.

20 109. Plaintiff, on behalf the Class, seeks the penalties to which he is entitled pursuant to  
21 California *Labor Code* § 2810.5.

22 **EIGHTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REPORTING TIME PAY**

24 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

27 111. The Applicable Wage Orders provides that "[e]ach workday an employee is  
28 required to report for work and does report, but is not put to work or is furnished less than half said

1 employee's usual or scheduled day's work, the employee shall be paid for half the usual or  
2 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at  
3 the employee's regular rate of pay, which shall not be less than the minimum wage."

4 112. At all times relevant hereto, Defendants have had a pattern and practice of not  
5 providing its employees, including Plaintiff, with reporting time pay when those employees are  
6 called off work by their assigned facilities if business was slow. Rather, Plaintiff and members of  
7 the plaintiff class were only paid for the time spent at their work location prior to being sent home

8 113. 33. As a direct and proximate result of Defendants' unlawful actions as set forth  
9 herein, Plaintiff and the Class have been damaged in that they have not been paid the reporting  
10 time pay required under the Applicable Wage Orders

#### 11 **NINTH CAUSE OF ACTION**

12 ***CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, et seq.***

13 **(By Plaintiff and Members of the Putative Class Against All Defendants)**

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

16 115. Section 17200 of the California *Business and Professions Code* prohibits any  
17 unlawful, unfair or fraudulent business act or practice.

18 116. Plaintiff brings this cause of action in a representative capacity on behalf of the  
19 general public and the persons affected by the unlawful and unfair conduct described herein.  
20 Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and  
21 monetary damages because of Defendants' actions.

22 117. The actions by Defendants as herein alleged amount to conduct which is unlawful  
23 and a violation of law. As such, said conduct amounts to unfair business practices in violation of  
24 California *Business and Professions Code* § 17200, *et seq.*

25 118. Defendants' conduct as herein alleged has damaged Plaintiff and the members of  
26 the Plaintiff Class by denying them wages due and payable, by failing to provide proper rest  
27 breaks, and by failing to pay all wages due in a timely manner at the time of termination (for the  
28 Terminated Sub Class). Defendant's actions are thus substantially injurious to Plaintiff and the

1 members of the Plaintiff Class, causing them injury in fact and loss of money

2 119. Because of such conduct, Defendants have unlawfully and unfairly obtained  
3 monies due to the Plaintiff and the members of the Plaintiff Class.

4 120. All members of the Plaintiff Class can be identified by reference to payroll and  
5 related records in the possession of the Defendant. The amount of wages due to Plaintiff and  
6 members of the Plaintiff Class can be readily determined from Defendants' records. The Class  
7 Members are entitled to restitution of monies due and obtained by Defendants during the Class  
8 Period as a result of Defendants' unlawful and unfair conduct.

9 121. During the Class Period, Defendants committed, and continue to commit, acts of  
10 unfair competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and  
11 among other things, engaging in the acts and practices described above.

12 122. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully  
13 denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and  
14 practices and therefore, Defendants' actions described herein constitute an unfair business practice  
15 or act within the meaning of *Business and Professions Code* § 17200.

16 123. Defendants' conduct described herein threatens an incipient violation of  
17 California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise  
18 significantly threatens or harms competition.

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

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

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1 **PRAYER FOR RELIEF**

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

- 3 1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
- 4 2. For an order that counsel for Plaintiff be appointed class counsel
- 5 3. Certification of this class action on behalf of the proposed Plaintiff and Terminated
- 6 Sub-Class;
- 7 4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated
- 8 Sub Class;
- 9 5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class
- 10 and disgorgement of all profits from the unlawful business practices of Defendant
- 11 An order appointing Plaintiff's counsel as class counsel;
- 12 6. Prejudgment and post judgment interest on all sums awarded;
- 13 7. For compensatory damages;
- 14 8. For penalties pursuant to California *Labor Code* §§ 200, 226, 226.7, 226.3, 226.7;
- 15 9. For interest accrued to date;
- 16 10. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§
- 17 226 and 1194;
- 18 11. A declaratory judgment that Defendant has knowingly and intentionally violated the
- 19 following provisions of law;
- 20 a. California *Labor Code* §§ 500, 510, 1194 for failing to pay all wages;
- 21 b. California *Labor Code* §§ 226.7 and 512 for failing to provide
- 22 mandated meal periods;
- 23 c. California *Labor Code* § 2802 for failing to reimburse business
- 24 expenses;
- 25 d. California *Labor Code* §§ 226.7 and 512 for failing to provide rest
- 26 periods;
- 27 e. California *Labor Code* §§ 201, 203 for failing to furnish accurate
- 28 itemized wage statements;

- 1 f. California *Labor Code* §§ 201 and 203 for waiting time penalties;  
2 g. California *Labor Code* § 2810.5 for failing to provide Wage Theft Act  
3 Notices;  
4 h. Failing to provide reporting time pay; and  
5 i. California Business & Professions Code §§ 17200-08 by violating  
6 the provisions set forth herein above.

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

8  
9 DATED: August 10, 2021

**BRADLEY/GROMBACHER, LLP  
CAPSTONE LAW, APC**

10  
11 By: 

Marcus Bradley, Esq.  
Kiley Grombacher, Esq.  
Lirit King, Esq.  
Mao Shiokura, Esq.

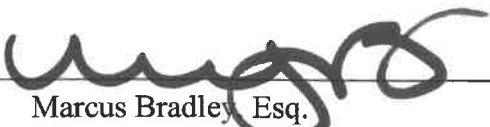
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15 Attorneys for Plaintiff

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17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims  
19 by jury to the extent authorized by law.  
20

21 DATED: August 10, 2021

**BRADLEY/GROMBACHER, LLP  
CAPSTONE LAW, APC**

22  
23 By: 

Marcus Bradley, Esq.  
Kiley Grombacher, Esq.  
Lirit King, Esq.  
Mao Shiokura

24  
25  
26  
27 Attorneys for Plaintiff  
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