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on behalf of themselves and all others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

AARON HALLUM and AMY RAMOS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: CIVDS1936782

FIRST AMENDED COMPLAINT

Assigned For All Purposes to: Hon. Joseph
T. Ortiz
Dept.: S17

**FIRST AMENDED COMPLAINT FOR
DAGES FOR:**

- (1) Failure to Pay All Wages Owed,
including Minimum Wages;
- (2) Failure to Provide Lawful Meal
Periods;
- (3) Failure To Authorize And Permit
Rest Periods;
- (4) Failure to Timely Pay Wages
Owed Upon Separation From
Employment;
- (5) Failure to Furnish Accurate
Itemized Wage Statements;
- (6) Violation of the Unfair
Competition Law; and
- (7) Civil Penalties Under the Private
Attorneys' General Act, (Labor
Code § 2698 *et seq.*)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

FAXED

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7 Attorneys for Plaintiffs AARON HALLUM and AMY RAMOS,
8 on behalf of themselves and all others similarly situated

1 Plaintiffs AARON HALLUM and AMY RAMOS (“Plaintiffs”), as individuals, assert
2 claims against defendant FCA US, LLC, doing business as FIAT CHRYSLER AUTOMOBILES, a
3 Delaware Corporation, and DOES 1-50, inclusive (collectively “FCA” or “Defendants”) as
4 follows:

5 **INTRODUCTION**

6 1. This is a Class and Representative Action, pursuant to California Code of Civil
7 Procedure section 382 and the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code
8 sections 2698 *et seq.*, on behalf of Plaintiffs and any and all persons who are or were employed
9 by Defendants as non-exempt warehouse employees, however titled, in the State of California
10 within four (4) years prior to the filing of the initial Complaint in this action until the resolution
11 of this lawsuit and whose job duties did not consist of over 50% administrative, executive or
12 professional duties (collectively referred to as the “Class” or “Class Members” or “Non-Exempt
Employees”).

13 2. During the “liability period,” as defined as the applicable statute of limitations
14 for each and every cause of action contained herein – i.e. Plaintiffs’ claims under the
15 Unfair Competition Law are four (4) years; Plaintiffs’ claims for either unpaid wages or actual
16 damages are three (3) years; and Plaintiffs’ claims for statutory penalties are one (1) year from
17 the filing of this action through the present (referred to as “the liability period(s)”) –
18 Defendants consistently maintained and enforced against its Non-Exempt Employees unlawful
19 practices and policies in violation of California state wage and hour laws, including failing to
20 lawfully and accurately pay Plaintiffs’ and Class Members for all hours worked, including
21 minimum wages; failing to lawfully provide meal and rest periods; failing to pay one hour of pay
22 at the employee’s regular rate of pay when legally mandated meal or rest periods were not
23 lawfully provided; failing to provide accurate itemized wage statements; and failing to keep
24 accurate records.

25 3. Defendants implemented uniform policies and practices that deprived Plaintiffs’
26 and Class Members of earned wages, including minimum wages; straight time wages; premium
27 wages; and lawful meal and/or rest breaks.
28

1 4. Such actions and policies, as described above and further herein, were and continue
2 to be in violation of the California Labor Code. Plaintiffs, on behalf of themselves and all
3 Class members bring this action pursuant to the California Labor Code, including sections 201,
4 202, 203, 204, 218.5, 218.6, 221-224, 226 *et seq.*, 226.3, 226.7, 512, 516, 558, 1174, 1182.12,
5 1194, 1194.2, 1195, 1197, 1198, 2802, 2698 *et seq.*, applicable IWC California Wage Orders and
6 California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages,
7 unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated
8 damages, and reasonable attorneys' fees and costs.

9 5. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to
10 Business and Professions Code sections 17200-17208, also seek restitution from Defendants for
11 their failure to pay to Plaintiffs and Class Members all of their wages, including minimum and
12 premium wages.

13 **JURISDICTION AND VENUE**

14 6. This action is brought as a Class and Representative Action on behalf of Plaintiffs
15 and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section
16 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimum jurisdiction
17 limits of the California Superior Court and will be established according to proof at trial.

18 7. This Court has jurisdiction over this action pursuant to the California
19 Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all
20 causes except those given by statute to other courts. The statutes under which this action is
21 brought do not give jurisdiction to any other court.

22 8. This Court has jurisdiction over this Action pursuant to California Code of
23 Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

24 9. This Court has jurisdiction over Defendants because, upon information and
25 belief, each Defendant is either a resident of California, has sufficient minimum contacts in
26 California, or otherwise intentionally avails itself of the California market so as to render
27 the exercise of jurisdiction over them by the California Courts consistent with traditional
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1 notions of fair play and substantial justice. Defendants have done and are doing business
2 throughout California.

3 10. The unlawful acts alleged herein have a direct effect on Plaintiffs and the
4 other similarly situated Non-Exempt Employees within San Bernardino County and it is
5 believed that Defendants have employed over one hundred Class Members as Non-
6 Exempt Employees throughout the state.

7 11. The California Superior Court also has jurisdiction in this matter because
8 the individual claims of the Class Members described herein are presently believed to be under
9 the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and
10 the aggregate potential damages and recovery by all of the claims of the Plaintiffs' Class,
11 including attorneys' fees, placed in controversy by Plaintiffs' class-wide claims, is presently
12 believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action
13 Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are
14 based solely on California statutes and law, including the Labor Code, IWC Wage Orders,
15 the California Code of Civil Procedure, the California Civil Code, and the California Business
and Professions Code.

16 12. Venue is proper in this Court because one or more of the Defendants reside,
17 transact business, or have offices in this County, and the acts or omissions alleged herein took
18 place in this County.

19 **PARTIES**

20 13. FCA US, LLC, is a Delaware corporation in good standing that is authorized to do
21 business throughout the state of California. FCA US, LLC's headquarters are located at 1000
22 Chrysler Drive; Auburn Hills, MI 48326-2766. FCA US, LLC does business in California as Fiat
23 Chrysler Automobiles.

24 14. FCA US, LLC is an automaker that operates throughout the United States where
25 it designs, manufactures, and sells or distributes vehicles under various brands such as Chrysler,
26 Dodge, Jeep, Ram, FIAT and Alfa Romeo brands. The Company also distributes Mopar and Alfa

1 Romeo parts and accessories. FCA US constitutes one of the companies under Fiat Chrysler
2 Automobiles.

3 15. Plaintiffs Aaron Hallum and Amy Ramos are and during the liability period have
4 been, residents of California.

5 16. Plaintiffs Aaron Hallum and Amy Ramos were employed by Defendants during
6 the liability period as Warehouse Workers at a jobsite in Ontario, California.

7 17. Plaintiffs and the members of the putative class were employed by Defendants as
8 non-exempt warehouse or distribution employees, however titled, (the “Class Members” or
9 “Non-Exempt Employees”) during the liability period in the state of California.

10 18. Whenever in this complaint reference is made to any act, deed, or conduct of
11 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
12 through one or more of Defendants’ officers, directors, agents, employees, or representatives,
13 who was actively engaged in the management, direction, control, or transaction of the ordinary
14 business and affairs of Defendants.

15 19. The true names and capacities of Defendants, whether individual, corporate,
16 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
17 Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure
18 § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
19 capacities of the Defendants designated hereinafter as DOES when such identities become
20 known

21 20. Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants
22 are the partners, agents, or principals and co-conspirators of Defendants and of each other; that
23 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly,
24 aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the
25 benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent
26 of the liability of the Defendants as alleged herein.

27 21. Plaintiffs are further informed and believe, and thereon alleges, that at all times
28 material herein, each Defendant was completely dominated and controlled by its co-Defendants

1 and each was the alter ego of the other. Whenever and wherever reference is made in this
2 complaint to any conduct by Defendant or Defendants, such allegations and references shall also
3 be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and
4 severally. Whenever and wherever reference is made to individuals who are not named as
5 Defendants in this complaint, but were employees and/or agents of Defendants, such individuals,
6 at all relevant times acted on behalf of Defendants named in this complaint within the scope of
7 their respective employments.

8 **FACTUAL ALLEGATIONS**

9 22. During the relevant time frame, Defendants compensated Plaintiffs and the Non-
10 Exempt Employees based upon an hourly wage.

11 23. Plaintiffs and the Class Members were, and at all times pertinent hereto, have
12 been non-exempt employees within the meaning of the California Labor Code, and the
13 implementing rules and regulations of the IWC California Wage Orders. They are subject to the
14 protections of the IWC Wage Orders and the Labor Code.

15 24. Plaintiff Aaron Hallum was employed as an hourly non-exempt Warehouse
16 Worker from October 12, 2015 through December 2018. Plaintiff Aaron Hallum worked at
17 defendant's location in Ontario, California.

18 25. Plaintiff Amy Ramos was employed by Defendants as a non-exempt employee
19 from approximately November 4, 2019 to approximately November 20, 2020 at Defendant's
20 distribution warehouse in Ontario, California. Plaintiff Amy Ramos' primary job duties consisted
21 of picking and sorting parts in the warehouse, as well as loading parts onto trailers.

22 26. The members of the putative class worked as warehouse employees of Defendants
23 throughout the state of California during the liability period.

24 27. Plaintiffs typically worked six days a week, averaging 60-70 hours a week.

25 28. Plaintiffs are informed and believe, and thereon allege, that Defendants are and
26 were advised by skilled lawyers and other professionals, employees, and advisors with
27 knowledge of the requirements of California's wage and employment laws.

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29. All Class Members, including Plaintiffs, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

30. Plaintiffs and the Class Members were not properly compensated for all hours worked, in part because they were frequently required to work off the clock.

31. They were also subject to Defendants' illegal time shaving and time clock rounding policies which resulted in Class Members being paid for less than all hours worked.

32. Upon information and belief, shift premiums and other incentive or bonus compensation were not including the regular rate of pay.

33. During approximately 5 months in early 2020, Defendants implemented a COVID-19 related security screening process that deprived Plaintiffs and other non-exempt employees of all minimum wages owed. Specifically, Defendants required Plaintiffs and other non-exempt employees to complete a written COVID-19 questionnaire prior to reporting for their shift, as well as to undergo a temperature check, all of which had to be done outside of the facility, prior to clocking in. The COVID-19 questionnaires were reviewed and approved by Defendants' security guard who also conducted the temperature checks. Although Defendants' facility has two entrances, during the time period in question, only one entrance was used for entry. Defendants' check-in procedure required Plaintiffs and other non-exempt employees to stand in line for an average of approximately 2 to 10 minutes. As a result, Defendants required Plaintiffs and other non-exempt employees to work off-the-clock, and Defendants failed to compensate Plaintiffs and other non-exempt employees for all minimum wages owed.

34. Class Members were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

35. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands policies and practices, Defendants frequently failed to provide Plaintiffs and the Class Members timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law and failed to provide lawful second meal periods on shifts over ten hours.

1 36. In addition, Plaintiffs and the Class Members were not permitted to leave the
2 premises during meal and rest periods.

3 37. Defendants exercise of control over Plaintiffs and the Class Members during meal
4 and rest periods is inconsistent with Defendants' obligations to relinquish control and provide
5 such meal and rest periods under the law.

6 38. On information and belief, Plaintiffs and Class Members did not waive their
7 rights to first or second meal periods under the law.

8 39. Plaintiffs and the Class Members were not provided with valid lawful on-duty
9 meal periods.

10 40. Moreover, Plaintiffs and the Class Members did not record lawful off-duty meal
11 breaks in violation of the Wage Order and Labor Code. Specifically, Defendants do not
12 maintain any system for recording the beginning and end times of meal periods and therefore
13 fail to meet their duty to maintain accurate records of all hours worked, including records of
14 employee meal periods, as required by the applicable IWC Wage Order and Labor Code §§ 226
and 1174.

15 41. Despite the above-mentioned meal period violations, Defendants failed to
16 compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one
17 additional hour of pay at their regular rate as required by California law when meal periods were
18 not timely or lawfully provided in a compliant manner. Upon information and belief, Defendants
19 fail to maintain a pay code for the payment of meal period premiums.

20 42. Plaintiffs are informed and believe, and thereon allege, that Defendants know,
21 should know, knew, and/or should have known that Plaintiffs and the other Class Members were
22 entitled to receive premium wages based on their regular rate of pay under Labor Code §§ 226.7
23 and 512 but were not receiving such compensation.

24 43. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
25 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
26 period for every four hours worked or major fraction thereof, which is a violation of the Labor
27 Code and IWC wage order.
28

1 44. Defendants maintained and enforced scheduling practices, policies, and imposed
2 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid
3 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
4 requisite rest periods were not timely authorized and permitted.

5 45. Specifically, Defendants' facility requires Plaintiffs and other non-exempt
6 employees to swipe a badge and pass through a turnstile to enter and exit the facility, which also
7 serves as a timeclock, and automatically clocks the employee in upon entrance, and out upon
8 exit. Accordingly, anytime employees leave Defendants' premises, they are automatically
9 clocked out by default. As a result, Defendants are effectively requiring employees to remain on
10 company premises during rest periods or forego a paid rest period.

11 46. In addition, as detailed above, Class Members were not allowed to leave the
12 premises during rest breaks, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2
13 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all
14 duties and relinquish any control over how employees spend their break time."). Defendants also
15 fail to authorize and permit lawful third 10-minute rest periods in instances when employees
16 work in excess of 10 hours.

17 47. Despite the above-mentioned rest period violations, Defendants did not
18 compensate Plaintiffs, and on information and belief, did not pay Class Members one additional
19 hour of pay at their regular rate as required by California law, including Labor Code section
20 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not
21 authorized and permitted.

22 48. Defendants also failed to provide accurate, lawful itemized wage statements to
23 Plaintiffs and the Class Members in part because of the above specified violations. In addition,
24 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
25 applicable hourly rates, the name and address of the legal entity that is the employer, gross pay
26 and net pay figures, and the inclusive dates of the pay period from Plaintiffs and the Class
27 Members' wage statements.

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49. Defendants have made it difficult to determine applicable rates of pay and account with precision for the unlawfully withheld wages and deductions due to be paid to Non-exempt Employees, including Plaintiffs, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

50. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiffs and Class Members for all wages owed including minimum wages, straight time wages, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

51. Plaintiffs and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

CLASS ACTION ALLEGATIONS

52. Plaintiffs bring this action on their own behalf, as well as on behalf of each and every other person similarly situated, and thus, seek class certification under California Code of Civil Procedure §382.

53. All claims alleged herein arise under California law for which Plaintiffs seek relief as authorized by California law.

54. The proposed class is comprised of and defined as: All persons currently or formerly employed by Defendants as non-exempt warehouse or distribution employees, however titled, throughout the state of California within four (4) years prior to the filing of the initial Complaint in this action until the resolution of this lawsuit and whose job duties did not consist of over 50% administrative, executive or professional duties.

1 55. Plaintiffs also seek to represent Subclasses included in the Plaintiffs' Class,
2 which are composed of Class Members satisfying the following definitions:

3 a. All Class Members who were subject to Defendant's unlawful rounding
4 practices (collectively "**Rounding Subclass**");

5 b. All Class Members who were not paid at least minimum wage for each hour
6 worked (collectively "**Minimum Wage Subclass**")

7 c. All Class Members who were not allowed to leave the premises during
8 meal periods. ("**Meal Premises Subclass**")

9 d. All Class Members who were not allowed to leave the premises during
10 rest periods. ("**Rest Premises Subclass**")

11 e. All Class Members who worked more than five (5) hours in a workday
12 and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes,
13 and were not paid compensation of one hour premium wages at the employee's regular rate in
14 lieu thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

15 f. All Class Members who worked more than ten (10) hours in a workday
16 and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30)
17 minutes, and were not paid compensation of one hour premium wages at the employee's regular
18 rate in lieu thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

19 g. All Class Members who worked more than three and a half hours in
20 a workday and were not authorized and permitted to take a lawful net 10-minute rest period for
21 every four (4) hours or major fraction thereof worked per day and were not paid compensation
22 of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively
23 referred to as the "**Rest Period Subclass**");

24 h. All Class Members who did not receive all owed wages at the time
25 of separation or within 72 hours in the case of resignation (hereinafter collectively referred to as
26 the "**Waiting Time Subclass**");

27 i. All Class Members who were not provided with accurate and
28 complete itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage**")

1 **Statement Subclass”);**

2 j. All Class Members who were employed by Defendants and subject to
3 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
4 **Practices Subclass**”).

5 56. Plaintiffs reserve the right, under Rule 3.765, California Rules of Court, to amend
6 or modify the descriptions of the Class and Subclasses to provide greater specificity as
7 appropriate, or if it should be deemed necessary by the Court or to further divide the Class
8 Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference
9 herein to the Class Members or the Plaintiffs’ Class includes the members of each of the
10 Subclasses.

11 57. As set forth in further detail below, this action has been brought and may
12 properly be maintained as a class action under the provisions of section 382 of the Code of Civil
13 Procedure because there is a well-defined community of interest in the litigation, and the
14 proposed Class and Subclasses are easily ascertainable through Defendants’ records.

15 a. Numerosity: The members of the Class and Subclasses are so numerous
16 that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
17 membership of the entire Class and Subclasses is unknown to Plaintiffs at this time, however, the
18 Class is estimated to be over a hundred individuals. Accounting for employee turnover during
19 the relevant periods necessarily increases this number substantially. Plaintiffs allege Defendants’
20 employment records would provide information as to the number and location of all Class
21 Members. Joinder of all members of the proposed Class is not practicable.

22 b. The proposed class is easily ascertainable. The number and identity of the
23 class members are determinable from Defendants’ payroll records and time records for each
24 class member.

25 c. Commonality: There are common questions of law and fact as to the Class
26 and Subclasses that predominate over questions affecting only individual Class Members. These
27 common questions of law and fact include, without limitation:

28 1) Whether Defendants rounding practices were lawful;

2) Whether Defendants paid Class Members at least minimum wage for all hours worked;

3) Whether Defendants knew or should have known that Class Members were required to perform work off the clock;

4) Whether Defendants violated the law by requiring Class Members to remain on premises during meal periods;

5) Whether Defendants violated the law by requiring Class Members to remain on premises during rest periods;

6) Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare Commission ("IWC") wage order;

7) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;

8) Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;

9) Whether Defendants required employees to remain on the premises during rest periods;

10) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;

11) Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;

12) Whether Defendants omitted required information from itemized wage statements;

13) Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;

14) Whether Defendants engaged in unfair competition in violation of

Section 17200 *et seq.* of the Business and Professions Code;

15) Whether Defendants' conduct was willful and/or reckless;

16) Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and

17) The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiffs are qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom they have a well-defined community of interest. Plaintiffs' claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to pay minimum wages, and failure to pay all wages earned including all owed premium wages, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

e. Adequacy: Plaintiffs are qualified to, and will fairly and adequately protect the interests of each member of the Class and/or Subclasses with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclasses, and no such relationships or conflicts are currently known to exist. Plaintiffs' attorneys and the proposed counsel for the Class and Subclasses are versed in the rules governing class action discovery, certification, litigation, and settlement and experienced in handling such matters. Other former and current employees of Defendants may also serve as representatives of the Class and Subclasses if needed.

1 f. Superiority: The nature of this action makes the use of class action
2 adjudication superior to other methods. A class action will achieve economies of time, effort,
3 judicial resources, and expense, which would not be achieved with separate lawsuits. The
4 prosecution of separate actions by individual members of the Class and/or Subclasses would
5 create a risk of inconsistent and/or varying adjudications with respect to the individual members
6 of the Class and/or Subclasses, establishing incompatible standards of conduct for the
7 Defendants, and resulting in the impairment of the rights of the members of the Class and/or
8 Subclasses and the disposition of their interests through actions to which they were not parties.
9 Thus, a class action is superior to other available means for the fair and efficient adjudication of
10 this controversy because individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to the Class predominate over any questions affecting only
12 individual Class Members. Each member of the Class has been damaged and is entitled to
13 recovery by reason of Defendants' unlawful policies and practices, including Defendants' failure
14 to provide lawful meal and rest periods, failure to pay minimum wages, failure to provide
15 accurate wage statements, failure to timely pay wages at termination, and failure to accurately
16 pay all wages earned including all owed premium wages, all due to Defendants' policies and
17 practices that affected each member of the Class and/or Subclasses similarly. Class action
18 treatment will allow those similarly situated persons to litigate their claims in the manner that is
19 most efficient and economical for both parties and the judicial system. Plaintiffs are unaware of
20 any difficulties that are likely to be encountered in the management of this action that would
preclude its maintenance as a class action.

21 g. Public Policy Considerations: Employers in the state of California violate
22 employment and labor laws every day. However, current employees are often afraid to assert
23 their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
24 actions because they believe their former employers may damage their future endeavors through
25 negative references and/or other means. The nature of this action allows for the protection of
26 current and former employees' rights without fear of retaliation or damage. Additionally, the
27 citizens of California have a significant interest in ensuring employers comply with California's
28

labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

CLASS ACTION CLAIMS

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED, INCLUDING MINIMUM WAGES

(By Plaintiffs and the Minimum Wage and Rounding Subclasses Against Defendants)

58. Plaintiffs incorporate by reference each and every paragraph above, and reallege each and every allegation contained above as though fully set forth herein.

59. At all times relevant, Labor Code § 1194 provides that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

60. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

61. The IWC Wage Orders require that employees be paid on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

62. The IWC Wage Orders define "hours worked" as "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."

63. At all times relevant, Plaintiffs and Class Members consistently worked hours for which they were not paid because Plaintiffs and the Class Members were required to work off the clock, and/or worked hours for which they were not paid as a result of Defendants' rounding practices.

64. Plaintiffs and the Class Members were also required to remain on premises during purported meal and rest breaks. Class Members were subject to Defendants' control, such that time during such non-provided breaks were work hours.

1 65. Upon information and belief, Defendants also maintained an unlawful auto-deduct
2 policy for non-provided meal and rest periods.

3 66. Plaintiffs are informed and believe that Defendants and its managers were aware
4 that Plaintiffs and the Class Members were working off the clock and/or were not paid for all
5 hours worked and that they should have been paid for this time.

6 67. Upon information and belief, Defendants knew or should have known Plaintiffs
7 and the Class Members were undercompensated.

8 68. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
9 wages owed violates the provisions of Labor Code §1194, §1197, §1198, and the applicable IWC
10 wage orders and is therefore unlawful.

11 69. Accordingly, Defendants owe Plaintiffs and Class Members wages, including
12 minimum wages, and have failed and refused, and continue to fail and refuse, to pay Plaintiffs
13 and Class Members the wages owed.

14 70. Pursuant to Labor Code §218.5, 218.6, and 1194, Plaintiffs and Class Members
15 are entitled to recover their unpaid compensation, as well as interest, costs, and attorneys' fees.

16 71. In addition, pursuant to Labor Code §§ 1194(a) and 1194.2(a), Plaintiffs and the
17 Class Members are entitled to "recover liquidated damages in an amount equal to the wages
18 unlawfully unpaid and interest thereon."

19 72. Also, pursuant to Labor Code §1197.1, Plaintiffs and the Class Members are
20 entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice
21 of paying a wage less than the minimum fixed by an order of the commission.

22 73. Accordingly, Plaintiffs and Class Members are entitled to recover their unpaid
23 wages, including minimum wages, as well as interest, costs, and attorneys' fees, liquidated
24 damages, statutory and civil penalties, according to California Labor Code §§ 204, 558, 1194,
25 1197, and 1198, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

3 **(By Plaintiffs and the Meal Period Subclasses Against All Defendants)**

4 74. Plaintiffs incorporate by reference and reallege each and every allegation
5 contained above, as though fully set forth herein.

6 75. Pursuant to Labor Code § 512, no employer shall employ an employee for a
7 work period of more than five (5) hours without providing a meal break of not less than thirty
8 (30) minutes in which the employee is relieved of all of his or her duties, except that when a
9 work period of not more than six (6) hours will complete the day's work the meal period may be
10 waived by mutual consent of the employer and employee.

11 76. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
12 for a work period of more than ten (10) hours without providing a second meal break of not less
13 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second
14 meal break may only be waived by mutual consent, and if the employee did not waive his or her
15 first meal period, and the employee's work day will not exceed twelve hours.

16 77. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
17 provide Plaintiffs and Class Members timely and uninterrupted first meal periods of not less than
18 thirty (30) minutes within the first five hours of a shift.

19 78. For the four (4) years preceding the filing of this lawsuit, Defendants also failed
20 to provide Plaintiffs and Class Members timely and uninterrupted second meal periods of not
21 less than thirty (30) minutes on shifts longer than ten hours.

22 79. On information and belief, Plaintiffs and Class Members did not waive their
23 rights to meal periods under the law.

24 80. In addition, Plaintiffs and the Class Members were not allowed to leave the
25 premises during meal periods.

26 81. Plaintiffs and the Class Members were not paid one hour of pay at their regular
27 rate for each day that a first or second meal period was not lawfully provided.

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82. As a proximate result of the aforementioned violations, Plaintiffs and the Class Members have been damaged in an amount according to proof at time of trial.

83. Pursuant to Labor Code §§ 226.7, Plaintiffs and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

84. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, statutory and civil penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512, 518 and the applicable IWC Wage Orders, Civil Code section 3287, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiffs and the Rest Period Subclass Against All Defendants)

85. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein.

86. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

87. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

88. Defendants were required to authorize and permit employees such as Plaintiffs and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

89. Despite said requirements of the IWC wage orders applicable to Plaintiffs and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiffs and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

90. In addition, Plaintiffs and the Class Members were not allowed to leave the premises during rest periods.

91. Defendants did not pay Plaintiffs one additional hour of pay at their regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

92. By their failure to authorize and permit Plaintiffs and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiffs and the other Class Members work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

93. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, statutory and civil penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 516, and 558, the applicable IWC Wage Orders, and Civil Code 3287 and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiffs and the Waiting Time Subclass Against All Defendants)

94. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein.

1 95. Labor Code §§ 201 and 202 require Defendants to pay their employees all
2 wages due within seventy-two (72) hours of separation of employment.

3 96. Section 203 of the Labor Code provides that if an employer willfully fails to
4 timely pay such wages the employer must, as a penalty, continue to pay the subject employee's
5 wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed
6 30 days of wages.

7 97. Plaintiffs and Class Members are entitled to compensation for all forms of
8 wages earned, including but not limited to minimum wages, overtime, and premium meal and
9 rest period compensation, but to date have not received such compensation, therefore entitling
10 them to Labor Code § 203 penalties.

11 98. More than thirty (30) days have passed since affected Waiting Time
12 Subclass Members have left Defendants' employ, and on information and belief, they have not
13 received payment pursuant to Labor Code § 203.

14 99. Plaintiffs and Waiting Time Subclass Members are thus entitled to 30 days'
15 wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and
16 costs.

17 FIFTH CAUSE OF ACTION

18 KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED 19 EMPLOYEE WAGE STATEMENT PROVISIONS

20 (By Plaintiffs and Wage Statement Subclass Against Defendants)

21 100. Plaintiffs repeat and incorporate herein by reference each and every allegation set
22 forth above, as though fully set forth herein.

23 101. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
24 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
25 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
26 separately when wages are paid by personal check or cash, an accurate itemized statement in
27 writing showing (1) gross wages earned, (2) total hours worked by the employee...(4) all
28 deductions...(5) net wages earned, (6) the inclusive dates of the period for which the employee is

1 paid, (7) the name of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
4 during each the pay period and the corresponding number of hours worked at each hourly rate by
5 the employee....”.

6 102. Further, the IWC Wage Orders require in pertinent part: Every employer shall
7 keep accurate information with respect to each employee including the following: (3) Time
8 records showing when the employee begins and ends each work period. Meal periods, split shift
9 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
10 payroll period and applicable rates of pay....”

11 103. Labor Code section 1174 of the California also requires Defendants to maintain
12 and preserve, in a centralized location, among other items, records showing the names and
13 addresses of all employees employed and payroll records showing the hours worked daily by,
14 and the wages paid to, its employees.

15 104. On information and belief and based thereon, Defendants have knowingly and
16 intentionally failed to comply with Labor Code section 1174, including by implementing the
17 policies and procedures and committing the violations alleged in the preceding causes of action
18 and herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to
19 Labor Code section 1175.

20 105. Defendants have failed to record many of the items delineated in applicable
21 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
22 1174, including by virtue of the fact that each wage statement which failed to accurately
23 compensate Plaintiffs and Class Members for all hours worked and for missed and non-provided
24 meal and rest periods, or which failed to include compensation for all minimum wages earned,
25 was an inaccurate wage statement.

26 106. On information and belief, Defendants failed to implement and preserve a lawful
27 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
28 periods owed to employees, as required for Non-Exempt Employees under California Labor Code

1 section 226 and applicable California Wage Orders. In order to determine if they had been paid
2 the correct amount and rate for all hours worked, Plaintiffs and Class Members have been, would
3 have been, and are compelled to try to discover the required information missing from their wage
4 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
5 the wage statements Defendants provided to them.

6 107. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
7 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
8 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
9 required information. Specifically, Defendants have also omitted accurate itemizations of total
10 hours worked, the name and address of the legal entity that is the employer, applicable hourly
11 rates, inclusive dates of the pay period, and gross pay from Plaintiffs and the Class Members'
12 wage statements. In addition, Defendants have failed to provide accurate itemized wage
13 statements as a consequence of the above-specified violations for failure to accurately pay all
14 wages owed, accurately record all hours worked, and failure to pay meal and rest period
premiums as required by law.

15 108. Moreover, upon information and belief, as a pattern and practice, in violation of
16 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
17 accurate records pertaining to the total hours worked for Defendants by the members of the
18 Wage Statement Class, including but not limited to, beginning and ending of each work period,
19 meal period and split shift interval, the total daily hours worked, and the total hours worked per
20 pay period and applicable rates of pay.

21 109. Plaintiffs and the members of the Wage Statement Class have suffered injury as
22 a result of Defendants' failure to maintain accurate records for the members of the Wage
23 Statement Class in that the members of the Wage Statement Class were not timely provided
24 written accurate itemized statements showing all requisite information, such that the members of
25 the Wage Statement Class were misled by Defendants as to the correct information regarding
26 various items, including but not limited to the identity of the employer, total hours worked by the
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1 employee, gross pay, net wages earned and all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate.

3 110. Pursuant to Labor Code section 226 *et seq.*, and in light of Defendants'
4 violations addressed above, Plaintiffs and the Wage Statement Class Members are each entitled
5 to recover up to a maximum of \$4,000.00, along with an award of costs and reasonable
6 attorneys' fees

7 **SIXTH CAUSE OF ACTION**

8 **VIOLATION OF THE UNFAIR COMPETITION LAW**

9 **By Plaintiffs and Class Against All Defendants**

10 111. Plaintiffs incorporate by reference and reallege each and every allegation
11 contained above, as though fully set forth herein.

12 112. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
13 unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the
14 general public. Plaintiffs also seek to enforce important rights affecting the public interest within
15 the meaning of the California Code of Civil Procedure § 1021.5.

16 113. Defendants' policies, activities, and actions as alleged herein are violations of
17 California law and constitute unlawful business acts and practices in violation of California
18 Business and Professions Code §§ 17200, *et seq.*

19 114. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
20 be predicated on the violation of any state or federal law.

21 115. The state law violations, including violations of the relevant IWC Wage Order,
22 detailed herein above are the predicate violations for this cause of action.

23 116. By way of example only, in the instant case Defendants' policy of failing to
24 lawfully provide Plaintiffs and the Class with timely meal and rest periods or pay one (1) hour of
25 premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512,
26 and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their
27 policies of failing to fully and accurately compensate Plaintiffs and the Class Members for all
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1 hours worked, including minimum wages, as well as failing to keep accurate records and provide
2 accurate itemized wage statements as specified above.

3 117. Plaintiffs and the Class Members have been personally aggrieved by Defendants'
4 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
5 property.

6 118. Pursuant to California Business and Professions Code §§ 17200, *et seq.*,
7 Plaintiffs and the Class Members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four (4) years prior to the filing of this complaint; an
9 award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an
award of costs.

10 **SEVENTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(AGAINST ALL DEFENDANTS)**

13 119. Plaintiffs incorporate by reference and reallege each and every allegation
14 contained above, as though fully set forth herein.

15 120. Defendants have committed several Labor Code violations against Plaintiffs, the
16 Class Members, and other aggrieved employees. Plaintiffs, as "aggrieved employees" within the
17 meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved
18 employees, bring this representative action against Defendants to recover the civil penalties due
19 to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California
20 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
21 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
22 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
23 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
24 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
25 employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each
26 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4)
27 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
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1 pay period for those violations of the Labor Code for which no civil penalty is specifically
2 provided, based on the following Labor Code violations and violations of all applicable IWC
3 Wage Orders:

- 4 a. Failing to pay Plaintiffs and other aggrieved employees the statutory minimum
5 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2,
6 and 1197;
- 7 b. Failing to provide meal periods as required by law and failing to pay meal period
8 premiums to Plaintiffs and other aggrieved employees at these employees'
9 respective regular rates of compensation for meal period violations in violation of
10 Labor Code §§ 226.7, 512, and 558;
- 11 c. Failing to authorize and permit Plaintiffs and other aggrieved employees to take
12 all lawful rest periods to which they are entitled, and failing to pay rest period
13 premiums to Plaintiffs and other aggrieved employees at these employees'
14 respective regular rates of compensation for rest period violations in violation of
15 Labor Code §§ 226.7 and 516;
- 16 d. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least
17 twice during each calendar month in violation of Labor Code § 204;
- 18 e. Failing to furnish Plaintiffs and other aggrieved employees with accurate and
19 compliant itemized wage statements in violation of Labor Code § 226;
- 20 f. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved
21 employees in violation of Labor Code §§ 558, 1174, and 1198; and
- 22 g. Failing to timely pay all final wages due to Plaintiffs and other aggrieved
23 employees in violation of Labor Code §§ 201-203.

24 121. On December 5, 2019, Plaintiff Hallum notified Defendants via certified mail,
25 and notified the California Labor and Workforce Development Agency ("LWDA") via its
26 website, of Defendants' violations of the California Labor Code and the IWC Wage Orders, as
27 alleged in this complaint, and Plaintiff Hallum's intent to bring a claim for civil penalties under
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1 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
2 identified herein.

3 122. On September 8, 2021, Plaintiff Ramos notified Defendants via certified mail,
4 and notified the LWDA via its website, of Defendants' violations of the California Labor Code
5 and Plaintiff Ramos' intent to bring a claim for civil penalties under California Labor Code §
6 2698 *et seq.* with respect to the violations of the California Labor Code identified herein.

7 123. The LWDA did not provide notice of intention to investigate Defendants'
8 alleged violations within 65 calendar days of the provided notices. Thus, this action is timely.

9 124. Based on the foregoing, Plaintiffs seek to represent themselves and all aggrieved
10 employees, as defined by Labor Code § 2699(c), which includes all non-exempt employees who
11 worked for Defendants in California between December 5, 2018 and the present.

12 125. Plaintiffs were compelled to retain the services of counsel to file this court action
13 to protect their interests and the interests of other aggrieved employees, and to assess and collect
14 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs,
15 which they are entitled to recover under California Labor Code § 2699.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray judgment against Defendants, as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiffs be appointed as the representatives of the Class;
21 3. That Plaintiffs be appointed as the representatives of the Subclasses; and
22 4. That counsel for Plaintiffs be appointed as counsel for the Class and
23 Subclasses.

24 **On the First Cause of Action**

25 (Failure to pay all wages owed, including minimum wages)

- 26 1. For the unpaid balance of the full amount of any minimum wages, and regular
27 wages owed, as well as interest thereon,
28 2. Compensatory, consequential, general and special damages according to proof

pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197,

3. Penalties according to statute,
4. Liquidated damages,
5. Reasonable attorneys' fees, and costs of suit;
6. For interest and
7. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted;
2. For compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516 and 558; and
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Timely Pay Wages At Separation)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and

5. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs;
3. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiffs and Class Members for the Defendants' past failure to pay minimum and regular wages, for Defendants' and for premium wages for meal and rest periods that were not provided to Plaintiffs and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiffs and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Civil Penalties Under the PAGA)

For civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per

1 employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent
2 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
3 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
4 those violations of the Labor Code for which no civil penalty is specifically provided, based on
5 the Labor Code violations identified herein.

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs, on behalf of the Class and Subclasses, respectfully demand a jury trial in
9 this matter.

10 Respectfully submitted,

11 Dated: March 20, 2023

12 
13 JAMES HAWKINS, APLC

14 James R. Hawkins, Esq.

15 Christina M. Lucio, Esq.

16 Attorneys for Plaintiffs AARON HALLUM and
17 AMY RAMOS, on behalf of himself themselves
18 and all others similarly situated
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