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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HILDA ALVAREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CONAGRA FOODS PACKAGED FOODS,
LLC, a limited liability company;
CONAGRA BRANDS, INC., a Delaware
corporation

Defendants

Case No.: 2:21-cv-09005-FMO-MRW
*Assigned for All Purposes to the Honorable
Fernando M. Olguin, Courtroom 6D*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]

DEMAND FOR JURY TRIAL

PAGA Case No.
LWDA-CM-847785-21: 10/08/2021
State Action Filed: 10/21/2021
Removed: 11/17/2021
Trial Date: None Set

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1 Plaintiff Hilda Alvarez (“Plaintiff”), based upon facts that either have evidentiary
 2 support or are likely to have evidentiary support after a reasonable opportunity for further
 3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants ConAgra Foods Packaged
 6 Foods, LLC, ConAgra Brands, Inc. (collectively referred to as “Defendants”) for
 7 California Labor Code violations and unfair business practices stemming from
 8 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to
 9 provide meal periods, failure to authorize and permit rest periods, failure to maintain
 10 accurate records of hours worked and meal periods, failure to timely pay all wages to
 11 terminated employees, failure to indemnify necessary business expenses, and failure to
 12 furnish accurate wage statements.

13 2. Plaintiff brings the First through Eighth Causes of Action individually and
 14 as a class action on behalf of herself and certain current and former employees of
 15 Defendants (hereinafter collectively referred to as the “Class” or “Class Members” and
 16 defined more fully below). The Class consists of Plaintiff and all other persons who have
 17 been employed by any Defendants in California as an hourly-paid, non-exempt
 18 employee during the statute of limitations period applicable to the claims pleaded here.

19 3. Plaintiff brings the Ninth Cause of Action as a representative action under
 20 the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are
 21 owed to Plaintiff, the State of California, and past and present non-exempt, hourly-paid
 22 employees of Defendants who worked in California during the applicable statute of
 23 limitations period (hereinafter referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
 25 establishment within the State of California, including Los Angeles County. As such, and
 26 based upon all the facts and circumstances incident to Defendants’ business in California,
 27 Defendants are subject to the California Labor Code, Wage Orders issued by the
 28 Industrial Welfare Commission (“IWC”), and the California Business & Professions

1 Code.

2 5. Despite these requirements, throughout the statutory period Defendants
3 maintained a systematic, company-wide policy and practice of:

- 4 (a) Failing to pay employees for all hours worked, including all minimum
5 wages, and overtime wages in compliance with the California Labor
6 Code and IWC Wage Orders;
- 7 (b) Failing to provide employees with timely and duty-free meal periods
8 in compliance with the California Labor Code and IWC Wage Orders,
9 failing to maintain accurate records of all meal periods taken or
10 missed, and failing to pay an additional hour's pay for each workday a
11 meal period violation occurred;
- 12 (c) Failing to authorize and permit employees to take timely and duty-free
13 rest periods in compliance with the California Labor Code and IWC
14 Wage Orders, and failing to pay an additional hour's pay for each
15 workday a rest period violation occurred;
- 16 (d) Failing to indemnify employees for necessary business expenses
17 incurred;
- 18 (e) Willfully failing to pay employees all minimum wages, overtime
19 wages, meal period premium wages, and rest period premium wages
20 due within the time period specified by California law when
21 employment terminates;
- 22 (f) Failing to maintain accurate records of the hours that employees
23 worked; and
- 24 (g) Failing to provide employees with accurate, itemized wage statements
25 containing all the information required by the California Labor Code
26 and IWC Wage Orders.

27 6. On information and belief, Defendants, and each of them were on actual and
28 constructive notice of the improprieties alleged herein and intentionally refused to rectify

1 their unlawful policies. Defendants' violations, as alleged above, during all relevant
2 times herein were willful and deliberate.

3 7. At all relevant times, Defendants were and are legally responsible for all of
4 the unlawful conduct, policies, practices, acts and omissions as described in each and all
5 of the foregoing paragraphs as the employer of Plaintiff, the Class and Aggrieved
6 Employees. Further, Defendants are responsible for each of the unlawful acts or
7 omissions complained of herein under the doctrine of "respondeat superior".

8 **THE PARTIES**

9 **A. Plaintiff**

10 8. Plaintiff is a California resident that worked for Defendants in the State of
11 California, as a cook from approximately July 2021 to August 2021.

12 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
13 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala*
14 *v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other
15 applicable law.

16 **B. Defendants**

17 10. Plaintiff is informed and believes, and based upon that information and
18 belief alleges, that Defendant ConAgra Foods Packaged Foods, LLC is:

- 19 (a) A limited liability company with its principal place of business in Los
20 Angeles, California.
- 21 (b) A business entity conducting business in numerous counties
22 throughout the State of California, including in Los Angeles County;
23 and
- 24 (c) The former employer of Plaintiff, and the current and/or former
25 employer of the putative Class. ConAgra Foods Packaged Foods, LLC
26 suffered and permitted Plaintiff, the Class and Aggrieved Employees
27 to work, and/or controlled their wages, hours, or working conditions.

28 11. Plaintiff is informed and believes, and based upon that information and

1 belief alleges, that Defendant ConAgra Brands, Inc. is:

- 2 (a) A Delaware corporation with its principal place of business in Los
- 3 Angeles, California.
- 4 (b) A business entity conducting business in numerous counties
- 5 throughout the State of California, including in Los Angeles County;
- 6 and
- 7 (c) The former employer of Plaintiff, and the current and/or former
- 8 employer of the putative Class. ConAgra Brands, Inc. suffered and
- 9 permitted Plaintiff, the Class and Aggrieved Employees to work,
- 10 and/or controlled their wages, hours, or working conditions.

11 12. Plaintiff is informed and believes and thereon alleges that at all relevant
 12 times each Defendant, directly or indirectly, or through agents or other persons,
 13 employed Plaintiff and the other employees described in the class definitions below, and
 14 exercised control over their wages, hours, and working conditions. Plaintiff is informed
 15 and believes and thereon alleges that, at all relevant times, each Defendant was the
 16 principal, agent, partner, joint venturer, officer, director, controlling shareholder,
 17 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
 18 interest of some or all of the other Defendants, and was engaged with some or all of the
 19 other Defendants in a joint enterprise for profit, and bore such other relationships to some
 20 or all of the other Defendants so as to be liable for their conduct with respect to the
 21 matters alleged below. Plaintiff is informed and believes and thereon alleges that each
 22 Defendant acted pursuant to and within the scope of the relationships alleged above, that
 23 each Defendant knew or should have known about, and authorized, ratified, adopted,
 24 approved, controlled, aided and abetted the conduct of all other Defendants.

25 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 13. Plaintiff is a California resident who worked for Defendants in the State of
 27 California, as a cook from approximately July 2021 to August 2021. During the statutory
 28 time period, Plaintiff was typically scheduled to work 5 days in a workweek, and

1 typically in excess of 8 hours in a single workday.

2 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all
3 hours worked (including minimum wages and overtime wages), failed to provide Plaintiff
4 with uninterrupted meal periods, failed to authorize and permit Plaintiff to take
5 uninterrupted rest periods, failed to indemnify Plaintiff for necessary business expenses,
6 failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
7 employment, and failed to furnish accurate wage statements to Plaintiff. As discussed
8 below, Plaintiff's experience working for Defendants was typical and illustrative.

9 15. Throughout the statutory period, Defendants maintained a policy and
10 practice of not paying Plaintiff, the Class and Aggrieved Employees for all hours worked,
11 including all overtime wages. Plaintiff, the Class and Aggrieved Employees were
12 required to work "off the clock" and uncompensated. For example, Plaintiff, the Class
13 and Aggrieved Employees were required to wait in line in order to clock into work each
14 workday, and when returning from meal periods, uncompensated. In maintaining a
15 practice of not paying all wages owed, Defendants failed to maintain accurate records of
16 the hours Plaintiff, the Class and Aggrieved Employees worked.

17 16. Throughout the statutory period, Defendants have wrongfully failed to
18 provide Plaintiff, the Class and Aggrieved Employees with legally compliant meal
19 periods. Defendants sometimes, but not always, required Plaintiff, the Class and
20 Aggrieved Employees to work in excess of five consecutive hours a day without
21 providing 30-minute, continuous and uninterrupted, duty-free meal period for every five
22 hours of work, or without compensating Plaintiff, the Class and Aggrieved Employees for
23 meal periods that were not provided by the end of the fifth hour of work or tenth hour of
24 work. Defendants also did not adequately inform Plaintiff, the Class and Aggrieved
25 Employees of their right to take a meal period by the end of the fifth hour of work, or, for
26 shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly,
27 Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class
28 and Aggrieved Employees in compliance with California law.

1 17. Throughout the statutory period, Defendants have wrongfully failed to
2 authorize and permit Plaintiff, the Class and Aggrieved Employees to take timely and
3 duty-free rest periods. Defendants sometimes, but not always, required Plaintiff, the
4 Class and Aggrieved Employees to work in excess of four consecutive hours a day
5 without Defendants authorizing and permitting them to take a 10-minute, continuous and
6 uninterrupted, rest period for every four hours of work (or major fraction of four hours),
7 or without compensating Plaintiff, the Class and Aggrieved Employees for rest periods
8 that were not authorized or permitted. Defendants also did not adequately inform
9 Plaintiff, the Class and Aggrieved Employees of their right to take a rest period.
10 Moreover, Defendants did not have adequate policies or practices permitting or
11 authorizing rest periods for Plaintiff, the Class and Aggrieved Employees, nor did
12 Defendants have adequate policies or practices regarding the timing of rest periods.
13 Defendants also did not have adequate policies or practices to verify whether Plaintiff,
14 the Class and Aggrieved Employees were taking their required rest periods. Further,
15 Defendants did not maintain accurate records of employee work periods, and therefore
16 Defendants cannot demonstrate that Plaintiff, the Class and Aggrieved Employees took
17 rest periods during the middle of each work period. Accordingly, Defendants' policy and
18 practice was to not authorize and permit Plaintiff, the Class and Aggrieved Employees to
19 take rest periods in compliance with California law.

20 18. Throughout the statutory period, Defendants wrongfully required Plaintiff,
21 the Class and Aggrieved Employees to pay expenses that they incurred in direct
22 discharge of their duties for Defendants without reimbursement, including the purchase
23 of waterproof boots and safety masks, without reimbursement.

24 19. Throughout the statutory period, Defendants willfully failed and refused to
25 timely pay Plaintiff, the Class and Aggrieved Employees at the conclusion of their
26 employment all wages for all minimum wages, overtime wages, meal period premium
27 wages, and rest period premium wages. Further, Defendants did not pay Plaintiff, the
28 Class and Aggrieved Employees their final paychecks immediately upon termination.

20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class and Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, and Defendant's address). Further, the wage statements do not show Defendant's address as required by California law. As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class and Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused

them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff, the Class and Aggrieved Employees were entitled, and Plaintiff, the Class and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

CLASS ACTION ALLEGATIONS

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

25. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

pursuant to Federal Rule of Civil Procedure 23 because the four Federal Rule of Civil Procedure 23(a) prerequisites of numerosity, commonality, typicality, and adequacy of representation are present.

(a) Fed. R. Civ. P. 23(a)(1) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Fed. R. Civ. P. 23(a)(2) Commonality: The members of the Class (and each subclass, if any) have common claims such that determinations of their truths or falsities will resolve an issue that is central to the validity of each of common claim, including without limitation, whether, as alleged herein, Defendants have:

- 1) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- 2) Failed to provide meal periods and pay meal period premium wages to Class Members;
- 3) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- 4) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- 5) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- 6) Failed to reimburse Class Members for all necessary business expenses; and
- 7) Violated California Business & Professions Code §§ 17200 *et.*

1 *seq.* as a result of their illegal conduct as described above.

2 (c) Fed. R. Civ. P. 23(a)(3) Typicality: Plaintiff is qualified to, and will,
3 fairly and adequately protect the interests of each Class Member with
4 whom there is a shared, well-defined community of interest, because
5 Plaintiff's claims (or defenses, if any) are typical of all Class
6 Members' claims as demonstrated herein.

7 (d) Fed. R. Civ. P. 23(a)(3) Adequacy: Plaintiff and Plaintiff's attorneys
8 have and will continue to adequately protect the interests of the Class,
9 including because:

10 1) Plaintiff, by and through Plaintiff's counsel, is qualified to, and
11 will, vigorously, fairly and adequately protect the interests of
12 each Class Member with whom there is a shared, well-defined
13 community of interest and typicality of claims, as demonstrated
14 herein. Plaintiff's attorneys, the proposed class counsel, are
15 versed in the rules governing class action discovery,
16 certification, and settlement. Plaintiff has incurred, and
17 throughout the duration of this action, will continue to incur
18 costs and attorneys' fees that have been, are, and will be
19 necessarily expended for the prosecution of this action for the
20 substantial benefit of each class member; and

21 2) Plaintiff has no conflicts with or interests antagonistic to any
22 Class Member.

23 27. This Court should permit this action to be maintained as a class action
24 pursuant to Federal Rule of Civil Procedure 23 because one or more of the three Federal
25 Rule of Civil Procedure 23(b) conditions of predominate common questions of law and
26 fact, the lack of individualized defenses, and the superiority of a class action as a method
27 for adjudicating this controversy exist.

28 (a) Fed. R. Civ. P. 23(b)(1) Common Questions Predominate: A class

1 action is superior to other available methods for the fair and efficient
 2 adjudication of the controversy because there are common questions
 3 of law and fact as to the Class (and each subclass, if any) that
 4 predominate over questions affecting only individual members and
 5 prosecuting separate actions by or against individual Class Members
 6 would create a risk of:

- 7 1) Inconsistent or varying adjudications with respect to individual
 8 members of the Class which would establish incompatible
 9 standards of conduct for Defendants; and/or
- 10 2) Adjudications with respect to the individual members which
 11 would, as a practical matter, be dispositive of the interests of
 12 other members not parties to the adjudications, or would
 13 substantially impair or impede their ability to protect their
 14 interests, including but not limited to the potential for
 15 exhausting the funds available from those parties who are, or
 16 may be, responsible Defendants.

17 (b) Fed. R. Civ. P. 23(b)(2) Individualized Defenses Do Not Exist:

18 Defendants have acted or refused to act on grounds generally
 19 applicable to the Class, thereby making final injunctive relief
 20 appropriate with respect to the Class as a whole.

21 (c) Fed. R. Civ. P. 23(b)(3) A Class Action is a Superior Method of

22 Resolution: The questions of law and fact common to the Class
 23 predominate over any question affecting only individual members and
 24 a class action is superior to any other available method for the fair and
 25 efficient adjudication of the claims of the members of the Class
 26 including because:

- 27 1) The interests of the members of the Class in individually
 28 controlling the prosecution or defense of separate actions show

1 a class action is superior because Plaintiff, and the other
2 members of the Class, will not be able to obtain effective and
3 economic legal redress unless the action is maintained as a class
4 action;

- 5 2) The extent and nature of any litigation concerning the
6 controversy already commenced by or against members of the
7 Class shows a class action is superior because the public policy
8 of the State of California is to resolve the California Labor
9 Code claims of many employees through a class action.
10 Indeed, current employees are often afraid to assert their rights
11 out of fear of direct or indirect retaliation. Former employees
12 are also fearful of bringing actions because they believe their
13 former employers might damage their future endeavors through
14 negative references and/or other means. Class actions provide
15 the class members who are not named in the complaint with a
16 type of anonymity that allows for the vindication of their rights
17 at the same time as their privacy is protected;
- 18 3) The desirability or undesirability of concentrating the litigation
19 of the claims in this particular forum shows a class action is
20 superior because there is a community of interest in obtaining
21 appropriate legal and equitable relief for the statutory
22 violations, and in obtaining adequate compensation for the
23 damages and injuries for which Defendants are responsible in
24 an amount sufficient to adequately compensate the members of
25 the Class for the injuries sustained; and
- 26 4) The difficulties likely to be encountered in the management of a
27 class action show that a class action is superior including
28 because the members of the Class are so numerous that it is

1 impractical to bring all members of the class before the Court.

2 28. Plaintiff contemplates the eventual issuance of notice to the proposed
3 members of the Class that would set forth the subject and nature of the instant action.
4 The Defendants' own business records may be utilized for assistance in the preparation
5 and issuance of the contemplated notices. To the extent that any further notices may be
6 required, Plaintiff would contemplate the use of additional techniques and forms
7 commonly used in class actions, such as published notice, e-mail notice, website notice,
8 first-class mail, or combinations thereof, or by other methods suitable to the Class and
9 deemed necessary and/or appropriate by the Court.

10 **FIRST CAUSE OF ACTION**

11 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

12 29. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 21 in this Complaint.

14 30. "Hours worked" is the time during which an employee is subject to the
15 control of an employer, and includes all the time the employee is suffered or permitted to
16 work, whether or not required to do so.

17 31. At all relevant times herein mentioned, Defendants knowingly failed to pay
18 to Plaintiff, the Class and Aggrieved Employees compensation for all hours they worked.
19 By their failure to pay compensation for each hour worked as alleged above, Defendants
20 willfully violated the provisions of Section 1194 of the California Labor Code, and any
21 additional applicable Wage Orders, which require such compensation to non-exempt
22 employees.

23 32. Accordingly, Plaintiff, the Class and Aggrieved Employees are entitled to
24 recover minimum wages for all non-overtime hours worked for Defendants.

25 33. By and through the conduct described above, Plaintiff, the Class and
26 Aggrieved Employees have been deprived of their rights to be paid wages earned by
27 virtue of their employment with Defendants.

28 34. By virtue of the Defendants' unlawful failure to pay additional

1 compensation to Plaintiff, the Class and Aggrieved Employees for their non-overtime
 2 hours worked without pay, Plaintiff, the Class and Aggrieved Employees suffered, and
 3 will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the
 4 Class and Aggrieved Employees, but which exceed the jurisdictional minimum of this
 5 Court, and which will be ascertained according to proof at trial.

6 35. By failing to keep adequate time records required by California Labor Code
 7 § 1174(d), Defendants have made it difficult to calculate the full extent of minimum
 8 wage compensation due Plaintiff, the Class and Aggrieved Employees.

9 36. Pursuant to California Labor Code section 1194.2, Plaintiff, the Class and
 10 Aggrieved Employees are entitled to recover liquidated damages (double damages) for
 11 Defendants' failure to pay minimum wages.

12 37. California Labor Code section 204 requires employers to provide employees
 13 with all wages due and payable twice a month. Throughout the statute of limitations
 14 period applicable to this cause of action, Plaintiff, the Class and Aggrieved Employees
 15 were entitled to be paid twice a month at rates required by law, including minimum
 16 wages. However, during all such times, Defendants systematically failed and refused to
 17 pay Plaintiff, the Class and Aggrieved Employees all such wages due, and failed to pay
 18 those wages twice a month.

19 38. Plaintiff, the Class and Aggrieved Employees are also entitled to seek
 20 recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs
 21 pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

22 **SECOND CAUSE OF ACTION**

23 **(Against all Defendants for Failure to Pay Overtime Wages)**

24 39. Plaintiff incorporates by reference and re-alleges as if fully stated herein
 25 paragraphs 1 through 20 in this Complaint.

26 40. California Labor Code § 510 provides that employees in California shall not
 27 be employed more than eight (8) hours in any workday or forty (40) hours in a workweek
 28 unless they receive additional compensation beyond their regular wages in amounts

1 specified by law.

2 41. California Labor Code §§ 1194 and 1198 provide that employees in
3 California shall not be employed more than eight hours in any workday unless they
4 receive additional compensation beyond their regular wages in amounts specified by law.
5 Additionally, California Labor Code § 1198 states that the employment of an employee
6 for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

7 42. At all times relevant hereto, Plaintiff, the Class and Aggrieved Employees
8 have worked more than eight hours in a workday, as employees of Defendants.

9 43. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class and
10 Aggrieved Employees overtime compensation for the hours they have worked in excess
11 of the maximum hours permissible by law as required by California Labor Code § 510
12 and 1198. Plaintiff, the Class and Aggrieved Employees are regularly required to work
13 overtime hours.

14 44. By virtue of Defendants' unlawful failure to pay additional premium rate
15 compensation to the Plaintiff, the Class and Aggrieved Employees for their overtime
16 hours worked, Plaintiff, the Class and Aggrieved Employees have suffered, and will
17 continue to suffer, damages in amounts which are presently unknown to them but which
18 exceed the jurisdictional minimum of this Court and which will be ascertained according
19 to proof at trial.

20 45. By failing to keep adequate time records required by Labor Code § 1174(d),
21 Defendants have made it difficult to calculate the full extent of overtime compensation
22 due to Plaintiff, the Class and Aggrieved Employees.

23 46. Plaintiff, the Class and Aggrieved Employees also request recovery of
24 overtime compensation according to proof, interest, attorneys' fees and costs pursuant to
25 California Labor Code § 1194(a), as well as the assessment of any statutory penalties
26 against Defendants, in a sum as provided by the California Labor Code and/or other
27 statutes.

28 47. California Labor Code § 204 requires employers to provide employees with

1 all wages due and payable twice a month. The Wage Orders also provide that every
 2 employer shall pay to each employee, on the established payday for the period involved,
 3 overtime wages for all overtime hours worked in the payroll period. Defendants failed to
 4 provide Plaintiff, the Class and Aggrieved Employees with all compensation due, in
 5 violation of California Labor Code § 204.

6 **THIRD CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Provide Meal Periods)**

8 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein
 9 paragraphs 1 through 20 in this Complaint.

10 49. Under California law, Defendants have an affirmative obligation to relieve
 11 the Plaintiff, the Class and Aggrieved Employees of all duty in order to take their first
 12 daily meal periods no later than the start of Plaintiff, the Class and Aggrieved
 13 Employees' sixth hour of work in a workday, and to take their second meal periods no
 14 later than the start of the eleventh hour of work in the workday. Section 512 of the
 15 California Labor Code, and Section 11 of the applicable Wage Orders require that an
 16 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
 17 worked. It is a violation of Section 226.7 of the California Labor Code for an employer
 18 to require any employee to work during any meal period mandated under any Wage
 19 Order.

20 50. Despite these legal requirements, Defendants regularly failed to provide
 21 Plaintiff, the Class and Aggrieved Employees with both meal periods as required by
 22 California law. By their failure to permit and authorize Plaintiff, the Class and Aggrieved
 23 Employees to take all meal periods as alleged above (or due to the fact that Defendants
 24 made it impossible or impracticable to take these uninterrupted meal periods), Defendants
 25 willfully violated the provisions of Section 226.7 of the California Labor Code and the
 26 applicable Wage Orders.

27 51. Under California law, Plaintiff, the Class and Aggrieved Employees are
 28 entitled to be paid one hour of additional wages for each workday he or she was not

1 provided with all required meal period(s), plus interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 20 in this Complaint.

6 53. Defendants are required by California law to authorize and permit breaks of
7 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e.
8 more than two hours). Section 512 of the California Labor Code, the applicable Wage
9 Orders require that the employer permit and authorize all employees to take paid rest
10 periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an
11 employee's work time is 6 hours and ten minutes, the employee is entitled to two rest
12 breaks. Each failure to authorize rest breaks as so required is itself a violation of
13 California's rest break laws. It is a violation of Section 226.7 of the California Labor
14 Code for an employer to require any employee to work during any rest period mandated
15 under any Wage Order.

16 54. Despite these legal requirements, Defendants failed to authorize Plaintiff, the
17 Class and Aggrieved Employees to take rest breaks, regardless of whether employees
18 worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff,
19 the Class and Aggrieved Employees to take rest periods as alleged above (or due to the
20 fact that Defendants made it impossible or impracticable to take these uninterrupted rest
21 periods), Defendants willfully violated the provisions of Section 226.7 of the California
22 Labor Code and the applicable Wage Orders.

23 55. Under California law, Plaintiff, the Class and Aggrieved Employees are
24 entitled to be paid one hour of premium wages rate for each workday he or she was not
25 provided with all required rest break(s), plus interest thereon.

26 **FIFTH CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

28 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein

1 paragraphs 1 through 20 in this Complaint.

2 57. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
3 failing to pay and indemnify the Plaintiff, the Class and Aggrieved Employees for their
4 necessary expenditures and losses incurred in direct consequence of the discharge of their
5 duties or of their obedience to directions of Defendants.

6 58. As a result, Plaintiff, the Class and Aggrieved Employees were damaged at
7 least in the amounts of the expenses they paid, or which were deducted by Defendants
8 from their wages.

9 59. Plaintiff, the Class and Aggrieved Employees they represent are entitled to
10 attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and
11 interest pursuant to Labor Code section 2802(b).

12 **SIXTH CAUSE OF ACTION**

13 **(Against all Defendants for Failure to Pay Wages of Discharged Employees –** 14 **Waiting Time Penalties)**

15 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 20 in this Complaint.

17 61. At all times herein set forth, California Labor Code §§ 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his
20 or her employment, his or her wages shall become due and payable not later than
21 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
22 previous notice of his or her intention to quit, in which case the employee is entitled to
23 his or her wages at the time of quitting.

24 62. Within the applicable statute of limitations, the employment of Plaintiff and
25 many other members of the Class ended, i.e. was terminated by quitting or discharge, and
26 the employment of others will be. However, during the relevant time period, Defendants
27 failed, and continue to fail to pay terminated Class Members, without abatement, all
28 wages required to be paid by California Labor Code sections 201 and 202 either at the

time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

63. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

64. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

65. Plaintiff, the Class and Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

66. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff, the Class and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

68. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee

1 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
 2 of the period for which the employee is paid, (7) the name of the employee and the last
 3 four digits of his or her social security number or an employee identification number
 4 other than a social security number, (8) the name and address of the legal entity that is the
 5 employer, and (9) all applicable hourly rates in effect during the pay period and the
 6 corresponding number of hours worked at each hourly rate by the employee.

7 69. Defendants have intentionally and willfully failed to provide employees with
 8 complete and accurate wage statements. The deficiencies include, among other things,
 9 the failure to correctly identify the gross wages earned by Plaintiff, the Class and
 10 Aggrieved Employees, the failure to list the true “total hours worked by the employee,”
 11 and the failure to list the true net wages earned.

12 70. As a result of Defendants’ violation of California Labor Code § 226(a),
 13 Plaintiff, the Class and Aggrieved Employees have suffered injury and damage to their
 14 statutorily-protected rights.

15 71. Specifically, Plaintiff and the members of the Class have been injured by
 16 Defendants’ intentional violation of California Labor Code § 226(a) because they were
 17 denied both their legal right to receive, and their protected interest in receiving, accurate,
 18 itemized wage statements under California Labor Code § 226(a).

19 72. Calculation of the true wage entitlement for Plaintiff, the Class and
 20 Aggrieved Employees is difficult and time consuming. As a result of this unlawful
 21 burden, Plaintiff, the Class and Aggrieved Employees were also injured as a result of
 22 having to bring this action to attempt to obtain correct wage information following
 23 Defendants’ refusal to comply with many of the mandates of California’s Labor Code
 24 and related laws and regulations.

25 73. Plaintiff, the Class and Aggrieved Employees are entitled to recover from
 26 Defendants their actual damages caused by Defendants’ failure to comply with California
 27 Labor Code § 226(a).

28 74. Plaintiff, the Class and Aggrieved Employees are also entitled to injunctive

1 relief, as well as an award of attorney's fees and costs to ensure compliance with this
2 section, pursuant to California Labor Code § 226(h).

3 **EIGHTH CAUSE OF ACTION**

4 **(Against all Defendants for Violation of California Business & Professions Code §§**
5 **17200, et seq.)**

6 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 20 in this Complaint.

8 76. Defendants, and each of them, are "persons" as defined under California
9 Business & Professions Code § 17201.

10 77. Defendants' conduct, as alleged herein, has been, and continues to be,
11 unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public.
12 Plaintiff seeks to enforce important rights affecting the public interest within the meaning
13 of Code of Civil Procedure § 1021.5.

14 78. Defendants' activities, as alleged herein, are violations of California law,
15 and constitute unlawful business acts and practices in violation of California Business &
16 Professions Code §§ 17200, *et seq.*

17 79. A violation of California Business & Professions Code §§ 17200, *et seq.*
18 may be predicated on the violation of any state or federal law. All of the acts described
19 herein as violations of, among other things, the California Labor Code, are unlawful and
20 in violation of public policy; and in addition are immoral, unethical, oppressive,
21 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent
22 business practices in violation of California Business & Professions Code §§ 17200, *et*
23 *seq.*

24 **Failure to Pay Minimum Wages**

25 80. Defendants' failure to pay minimum wages, and other benefits in violation
26 of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
27 California Business & Professions Code §§ 17200, *et seq.*

28 ///

Failure to Pay Overtime Wages

81. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

82. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

83. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

84. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Necessary Business Expenses

85. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

86. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et*

1 *seq.*

2 87. By and through their unfair, unlawful and/or fraudulent business practices
3 described herein, the Defendants, have obtained valuable property, money and services
4 from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all
5 persons similarly situated, of valuable rights and benefits guaranteed by law, all to their
6 detriment.

7 88. Plaintiff, the Class and Aggrieved Employees Members suffered monetary
8 injury as a direct result of Defendants' wrongful conduct.

9 89. Plaintiff, individually, and on behalf of members of the putative Class, is
10 entitled to, and do, seek such relief as may be necessary to disgorge money and/or
11 property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class
12 and Aggrieved Employees have been deprived, by means of the above-described unfair,
13 unlawful and/or fraudulent business practices. Plaintiff, the Class and Aggrieved
14 Employees are not obligated to establish individual knowledge of the wrongful practices
15 of Defendants in order to recover restitution.

16 90. Plaintiff, individually, and on behalf of members of the putative class, are
17 further entitled to and do seek a declaration that the above described business practices
18 are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants,
19 and each of them, from engaging in any of the above-described unfair, unlawful and/or
20 fraudulent business practices in the future.

21 91. Plaintiff, individually, and on behalf of members of the putative class, have
22 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class
23 Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent
24 business practices. As a result of the unfair, unlawful and/or fraudulent business
25 practices described above, Plaintiff, individually, and on behalf of members of the
26 putative Class, has suffered and will continue to suffer irreparable harm unless the
27 Defendants, and each of them, are restrained from continuing to engage in said unfair,
28 unlawful and/or fraudulent business practices.

1 92. Plaintiff also alleges that if Defendants are not enjoined from the conduct set
 2 forth herein above, they will continue to avoid paying the appropriate taxes, insurance
 3 and other withholdings.

4 93. Pursuant to California Business & Professions Code §§ 17200, *et seq.*,
 5 Plaintiff and putative Class Members are entitled to restitution of the wages withheld and
 6 retained by Defendants during a period that commences four years prior to the filing of
 7 this complaint; a permanent injunction requiring Defendants to pay all outstanding wages
 8 due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California
 9 Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

10 **NINTH CAUSE OF ACTION**

11 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
 12 **of 2004, Cal. Lab. Code §§ 2699, et seq.)**

13 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein
 14 paragraphs 1 through 20 in this Complaint.

15 95. At all times herein mentioned, Defendants were subject to the Labor Code of
 16 the State of California and the applicable Industrial Welfare Commission Orders.

17 96. California Labor Code § 2699(a) specifically provides for a private right of
 18 action to recover penalties for violations of the Labor Code: "Notwithstanding any other
 19 provision of law, any provision of this code that provides for a civil penalty to be
 20 assessed and collected by the Labor and Workforce Development Agency or any of its
 21 departments, divisions, commissions, boards, agencies, or employees, for a violation of
 22 this code, may, as an alternative, be recovered through a civil action brought by an
 23 aggrieved employee on behalf of himself or herself and other current or former
 24 employees pursuant to the procedures specified in Section 2699.3."

25 97. Plaintiff has exhausted his administrative remedies pursuant to California
 26 Labor Code § 2699.3. On October 8, 2021, Plaintiff gave written notice by online filing
 27 to the Labor and Workforce Development Agency and by certified mail to Defendants of
 28 the specific provisions of the Labor Code that Defendants have violated against Plaintiff

1 and certain current and former aggrieved employees, including the facts and theories to
2 support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is
3 LWDA-CM-847785-21.

4 98. More than 65 days have elapsed since Plaintiff provided notice, but the Labor
5 and Workforce Development Agency has not indicated that it intends to investigate
6 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may
7 commence a civil action to recover penalties under Labor Code § 2699, pursuant to §
8 2699.3, for the violations of the Labor Code described in this Complaint. These penalties
9 include, but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226,
10 and 2699(f)(2).

11 99. In addition, Plaintiff seeks penalties for Defendants' violation of California
12 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person,
13 including any entity, employing labor who willfully fails to maintain accurate and
14 complete records required by California Labor Code § 1174 is subject to a penalty under
15 § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep
16 time records showing when the employee begins and ends each work period. Meal
17 periods, and total hours worked daily shall also be recorded. Additionally, pursuant to
18 the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the
19 payroll period and applicable rates of pay.

20 100. During the time period of employment for Plaintiff and the Aggrieved
21 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
22 Orders by failing to maintain accurate records showing meal periods. Defendants' failure
23 to provide and maintain records required by the Labor Code IWC Wage Orders deprived
24 Plaintiff and the Aggrieved Employees the ability to know, understand and question the
25 accuracy and frequency of meal periods. Therefore, Plaintiff and the Aggrieved
26 Employees had no way to dispute the resulting failure to pay wages, all of which resulted
27 in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
28 Aggrieved Employees have suffered and continue to suffer, substantial losses related to

1 the use and enjoyment of such wages, lost interest on such wages and expenses and
 2 attorney's fees in seeking to compel Defendants to fully perform its obligation under state
 3 law, all to their respective damage in amounts according to proof at trial. Because of
 4 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
 5 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they
 6 were prevented from knowing, understanding, and disputing the wage payments paid to
 7 them.

8 101. Based on the conduct described in this Complaint, Plaintiff is entitled to an
 9 award of civil penalties on behalf of herself, the State of California, and similarly
 10 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in
 11 all, is in an amount to be shown according to proof at trial. These penalties are in
 12 addition to all other remedies permitted by law.

13 102. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
 14 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who
 15 prevails in any action shall be entitled to an award of reasonable attorney's fees and
 16 costs."

17 **PRAYER FOR RELIEF**

18 Plaintiff, individually, and on behalf of all others similarly situated only with
 19 respect to the class claims, prays for relief and judgment against Defendants, jointly and
 20 severally, as follows:

21 **Class Certification**

- 22 1. That this action be certified as a class action with respect to the First,
 23 Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
- 24 2. That Plaintiff be appointed as the representative of the Class; and
- 25 3. That counsel for Plaintiff be appointed as Class Counsel.

26 **As to the First Cause of Action**

- 27 4. That the Court declare, adjudge and decree that Defendants violated
 28 California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully

1 failing to pay all minimum wages due;

2 5. For general unpaid wages as may be appropriate;

3 6. For pre-judgment interest on any unpaid compensation commencing from
4 the date such amounts were due;

5 7. For liquidated damages;

6 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant
7 to California Labor Code § 1194(a); and,

8 9. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 As to the Second Cause of Action

11 10. That the Court declare, adjudge and decree that Defendants violated
12 California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully
13 failing to pay all overtime wages due;

14 11. For general unpaid wages at overtime wage rates as may be appropriate;

15 12. For pre-judgment interest on any unpaid overtime compensation
16 commencing from the date such amounts were due;

17 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant
18 to California Labor Code § 1194(a); and,

19 14. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 As to the Third Cause of Action

22 15. That the Court declare, adjudge and decree that Defendants violated
23 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

24 16. For unpaid meal period premium wages as may be appropriate;

25 17. For pre-judgment interest on any unpaid compensation commencing from
26 the date such amounts were due;

27 18. For reasonable attorneys' fees under California Code of Civil Procedure §
28 1021.5, and for costs of suit incurred herein; and

1 19. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 As to the Fourth Cause of Action

4 20. That the Court declare, adjudge and decree that Defendants violated
5 California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

6 21. For unpaid rest period premium wages as may be appropriate;

7 22. For pre-judgment interest on any unpaid compensation commencing from
8 the date such amounts were due;

9 23. For reasonable attorneys' fees under California Code of Civil Procedure §
10 1021.5, and for costs of suit incurred herein; and

11 24. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendants violated Labor
15 Code § 2802 and the IWC Wage Orders;

16 26. For general unpaid wages and reimbursement of business expenses as may
17 be appropriate;

18 27. For pre-judgment interest on any unpaid compensation commencing from
19 the date such amounts were due;

20 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

21 29. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 As to the Sixth Cause of Action

24 30. That the Court declare, adjudge and decree that Defendants violated
25 California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation
26 owed at the time of termination of the employment;

27 31. For statutory wage penalties pursuant to California Labor Code § 203 for
28 former employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired

1 by Defendants as a result of violations of California Business & Professions Code §§
2 17200 *et seq.*;

3 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Code of Civil Procedure § 1021.5;

5 44. For injunctive relief to ensure compliance with this section, pursuant to
6 California Business & Professions Code §§ 17200, *et seq.*; and,

7 45. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 As to the Ninth Cause of Action

10 46. That the Court declare, adjudge and decree that Defendants violated the
11 California Labor Code by failing to pay all wages owed, including overtime, failing to
12 provide meal periods, failing to maintain accurate records of meal periods, failing to
13 authorize and permit rest breaks, failing to indemnify necessary business expenses,
14 failing to timely pay final wages at termination, and failing to provide accurate itemized
15 wage statements;

16 47. For all actual, consequential, and incidental losses and damages, according
17 to proof;

18 48. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*,
19 and all other applicable Labor Code provisions;

20 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Labor Code § 2699; and

22 50. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 As to all Causes of Action

25 51. For any additional relief that the Court deems just and proper.

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28 ///

1 Dated: May 4, 2022

Respectfully submitted,
MOON & YANG, APC

2
3 By: /s/ Roy K. Suh
4 KANE MOON
ROY K. SUH

5 Attorneys for Plaintiff

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff demands a trial by jury as to all causes of action triable by jury.

8 Dated: May 4, 2022

MOON & YANG, APC

9
10 By: /s/ Roy K. Suh
KANE MOON
11 ROY K. SUH

12 Attorneys for Plaintiff
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