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*Attorney for Plaintiff and the Putative Class***FILED**
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 10 2021

BY Paola Iniguez
Paola Iniguez
DEPUTY**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**GERARDO MARTINEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

INVAPHARM, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CIV SB 2133620

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

10. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL**BY FAX**

INTRODUCTION

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2 1. This is a class action brought by Gerardo Martinez (referred to as "Plaintiff"), on
3 behalf of himself and all other similarly situated individuals, against his employer InvaPharm, Inc.
4 (referred to as "InvaPharm"), in order to hold Defendant accountable for its wage theft and other
5 violations of California wage and hour laws. Plaintiff makes the following allegations on
6 information and belief, except as to allegations pertaining to Plaintiff individually, which are
7 based on his respective personal knowledge.

8 2. InvaPharm, is a private, for-profit manufacturer of dietary supplements, skin care,
9 and cosmetic products.

10 3. At all relevant times herein, Defendant has implemented common policies and
11 practices designed to maximize profits at the expense of its non-exempt employees. These
12 policies and practices have resulted in systematic violations of California's wage and hour laws.

13 4. Defendant maximizes profits by cutting labor costs through understaffing, denying
14 meal and rest breaks, unlawfully rounding the time worked by its non-exempt employees, cheating
15 its non-exempt employees out of wages and premiums, and related violations of California wage
16 and hour laws. For instance, in order to minimize labor costs, Defendant has implemented
17 unlawful policies with respect to meal and rest breaks. Defendant requires its non-exempt
18 employees to work through meal and rest breaks, and/or take their meal periods and breaks at
19 times after the start of the fifth hour from the beginning of their shifts. Moreover, Defendant does
20 not have a meal period policy regarding non-exempt employees who work ten (10) hours or more
21 and their right to a second meal period. As a result, Plaintiff and other non-exempt employees
22 have been denied the ability to take the legally-compliant meal and rest breaks that they were and
23 are entitled to take.

24 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
25 himself and a Class of all current and former non-exempt employees of Defendant's during the
26 applicable limitations period to compensate these workers for the wages Defendant has stolen
27 from the Class members and to protect current and future workers from being subjected to similar
28 unlawful working conditions perpetrated by Defendant.

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1 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
2 damages, as alleged herein, were proximately caused by the conduct of such DOE defendants.
3 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
4 capacities of such DOE defendants when ascertained.

5 12. As a direct and proximate result of the unlawful actions of Defendants, and each of
6 them, Plaintiff and Class members have suffered, and continue to suffer, from loss of earnings in
7 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

8 **CLASS ACTION ALLEGATIONS**

9 13. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of
10 himself and the following Class:

11 All California citizens who performed work for Defendant in California as non-
12 exempt employees during the statute of limitations period.

13 14. Plaintiff reserves the right to name additional Class representatives as may be
14 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
15 the proposed Class and/or add subclasses before the Court determines whether certification is
16 appropriate

17 15. This action is appropriately suited for a class action because:

18 A. The proposed Class is a significant number. Plaintiff is informed and
19 believes that the proposed Class consists of at least one hundred (100) current and former non-
20 exempt employees, rendering joinder impractical.

21 B. This action involves common questions of law and fact to the proposed
22 Class because the action focuses on Defendant's systematic course of illegal payroll practices and
23 policies, which was applied to all non-exempt employees in uniform violation of the California
24 Labor Code, IWC Wage Orders, and the California Business and Professions Code, which
25 prohibits unfair business practices arising from such violations. Here are a few common questions
26 of law and fact that will drive resolution of this action:

- 27 1. Whether Defendant's failed to provide non-exempt employees with legally
28 compliant meal periods and rest breaks, and whether Defendant's properly

1 paid premium pay as a result of missed and non-compliant meal periods and
2 rest breaks;

3 2. Whether Defendant's failed to timely pay wages to non-exempt employees
4 in compliance with California law;

5 3. Whether Defendant's time rounding policy and practice is in violation of
6 California law;

7 4. Whether Defendant's failed to pay overtime and minimum wages to non-
8 exempt employees in compliance with California law;

9 5. Whether Defendant's failed to maintain required records and accurate wage
10 statements for non-exempt employees; and

11 6. Whether Defendant's engaged in unfair and/or unlawful business practices.

12 C. Plaintiff's claims are typical of the proposed Class because Defendant's
13 subjected all of its non-exempt employees to the similar and overlapping violations of the
14 California Labor Code, the applicable IWC wage order, and the California Business and
15 Professions Code.

16 D. Plaintiff is able to fairly and adequately protect the interests of all members
17 of the proposed Class because it is in his best interests to prosecute the claims alleged herein to
18 obtain full compensation due to the proposed Class for all services rendered and hours worked.
19 Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Provide Required Meal Periods**

22 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11**

23 **And All Other Applicable Wage Orders and Applicable Sections]**

24 ***(On Behalf of Plaintiff and the Class against all Defendants)***

25 16. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 15 (A-D).

27 17. During the statute of limitations period, as part of Defendant's unlawful policies
28 and practices to deprive its non-exempt employees of all wages earned and due, Defendant

1 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
2 their meal periods, to completely skip their meal periods, to take late and short meal periods, and
3 Defendant has otherwise failed to provide the required meal periods to Plaintiff and Class
4 members as required under California Labor Code §§ 226.7, 512, and §§10-11 of all applicable
5 IWC Orders.

6 18. Defendant has implemented several common policies and practices that have
7 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
8 periods. For example, Defendant has failed to adequately inform Plaintiff and Class members of
9 their rights to take meal periods under California law. Defendant also understaffed their job site
10 such that Plaintiff and Class members are given so much work to complete that they regularly
11 miss or take non-compliant meal periods. Part and parcel with this practice is Defendant's
12 practice of setting unrealistic deadlines for its non-exempt employees. As a result, Plaintiff and
13 Class members have so much work to complete within their scheduled shifts that they are forced
14 to skip their meal periods altogether, to take them after working longer than five (5) hours, to
15 perform work during their meal periods, or return to work after taking less than a thirty (30)
16 minute meal period. Moreover, Defendant failed to implement meal period policies providing for
17 second meal periods for Class members who work ten (10) hours or more.

18 19. Further, Defendant systemically deprived Plaintiff and Class members of the
19 opportunity to take second meal periods even though they regularly work shifts in excess of ten
20 (10) hours.

21 20. Despite work conditions that systematically result in missed and non-compliant
22 meal periods, and in order to keep labor costs down, Defendant has implemented a policy and
23 practice of discouraging payment of meal period premium payments. In short, Defendant has
24 violated California Labor Code §§ 226.7, §§ 10 and 11 of all applicable IWC Wage Orders, and
25 the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
26 compensate Plaintiff and Class members who were not authorized and permitted to take a
27 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
28 regular rate of pay for each workday that such a meal period was not authorized or permitted.

1 Defendant further violated California Labor Code sections 226.7, 510, 1194, 1197, and §§ 10 and
2 11 of all applicable IWC Wage Orders by failing to compensate Plaintiff and Class members for
3 all hours worked during their meal periods.

4 21. As a proximate result of the aforementioned violations, Plaintiff and Class
5 members have been damaged in an amount according to proof at trial, and seek all wages earned
6 and due, interest, penalties, expenses, and costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Failure to Provide Required Rest Breaks**

9 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12 And**

10 **All Other Applicable Wage Orders and Applicable Sections]**

11 ***(On Behalf of Plaintiff and the Class against all Defendants)***

12 22. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 21.

14 23. At all times relevant herein, as part of Defendant's illegal policies and practices to
15 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit
16 Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7
17 and 512, and §§ 11-12 of all applicable IWC Wage Orders.

18 24. Although shifts can vary in length, Plaintiff and Class members are frequently
19 scheduled to work shifts from eight to in excess of ten hours. California law requires employers to
20 provide employees with the opportunity to take a third rest break during shifts that are 10 hours or
21 longer. However, Defendant's has implemented a policy of not permitting Plaintiff and Class
22 members from taking third rest breaks, even when they work shifts in excess of 10 hours.

23 25. In addition, the same common policies and practices that deprive Plaintiff and
24 Class members from taking their meal periods, as alleged herein, similarly deprive them of their
25 ability to take their first and second rest breaks. For example, Defendant lacked an adequate
26 policy to provide Plaintiff and Class members with rest breaks, failed to properly inform them of
27 their rights to take rest breaks, and grossly understaffed its facilities such that Plaintiff and Class
28 members were regularly deprived of the ability to take rest breaks.

1 26. Defendant further violated California Labor Code § 226.7, §§ 11-12 of all
2 applicable IWC Wage Orders, and the California Unfair Competition Law, Cal. Bus. & Prof. Code
3 §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest
4 break, in accordance with the applicable wage order, one additional hour of compensation at the
5 proper regular rate of pay for each workday that a rest break was not provided.

6 27. As a proximate result of the aforementioned violations, Plaintiff and Class
7 members have been damaged in an amount according to proof at trial, and seek all wages earned
8 and due, interest, penalties, expenses, and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Pay Overtime Wages**

11 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3**

12 **And All Other Applicable Wages Orders And Sections]**

13 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

14 28. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 27.

16 29. Pursuant to California Labor Code §§ 510, 1194, and § 3 of all applicable wage
17 orders, Defendant is required to compensate Plaintiff and Class members for all overtime, which
18 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess
19 of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
20 seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
21 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
22 consecutive day of work in any workweek.

23 30. During the statute of limitations period, Defendant failed to compensate Plaintiff
24 and Class members for all overtime hours worked as required under the foregoing provisions of
25 the California Labor Code and IWC Wage Orders by, among other methods, failing to pay
26 overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California
27 Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001, § 3 and all other applicable wage
28 orders, requiring, permitting or suffering Plaintiff and Class members to work off-the-clock, and

1 to work through meal and rest breaks, but not compensating them for this time, illegally and
2 inaccurately recording time in which Plaintiff and Class members worked, illegally rounding the
3 time worked by Plaintiff and Class members, and other methods to be discovered.

4 31. Plaintiff and Class members also perform substantial work off-the-clock.
5 Defendant implemented a rounding practice wherein it rounds the time worked by non-exempt
6 employees because it does not record the actual times worked by Plaintiff and Class members, and
7 instead has them record rounded times based on scheduled and/or estimated hours. Plaintiff and
8 Class members regularly work over 80 hours per pay period but are not paid any overtime.

9 32. In violation of California law, Defendant has knowingly and willfully refused to
10 perform its obligations to compensate Plaintiff and Class members for all wages earned and all
11 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
12 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
13 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
14 Defendant to fully perform their obligations under state law, all to their respective damages in
15 amounts according to proof at time of trial, and within the jurisdiction of this Court.

16 33. Defendant's conduct described herein violates California Labor Code §§ 510, 1194,
17 1198 and § 3 of all applicable IWC Wage Orders. Therefore, pursuant to California Labor Code
18 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
19 Code and IWC Wage Orders, Plaintiff and Class members are entitled to recover the unpaid
20 balance of wages owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses,
21 and costs of suit.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Pay Minimum Wages**

24 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 1-2001,**

25 **And § 4 And All Other Applicable Wages Orders And Sections]**

26 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

27 34. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 33.

1 provides that all wages earned by any person in any employment between the 16th and the last
2 day, inclusive, of any calendar month, other than those wages due upon termination of an
3 employee, are due and payable between the 1st and the 10th day of the following month.

4 California Labor Code § 204 further provides that all wages eared for labor in excess of the
5 normal work period shall be paid no later than the payday for the next regular payroll period.

6 40. During the statute of limitations period, Defendant, among other things, willfully
7 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
8 limited to, meal and rest break premiums, and payment for work performed off-the-clock, within
9 any time period permissible under Labor Code § 204.

10 41. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
11 Class members are entitled to all available statutory penalties, including but not limited to, civil
12 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
13 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
14 costs, expenses, and reasonable attorneys' fees.

15 **SIXTH CAUSE OF ACTION**

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Lab. Code §§ 201-203]**

18 ***(On Behalf of Plaintiff and the Class against all Defendants)***

19 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 41.

21 43. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required to
22 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
23 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
24 at the time of discharge are due and payable immediately.

25 44. Furthermore, pursuant to California Labor Code § 202, Defendant is required to
26 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
27 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
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1 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
2 of quitting.

3 45. California Labor Code § 203 provides that if an employer willfully fails to pay, in
4 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
5 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
6 compensation to the employee at the same rate for up to thirty (30) workdays.

7 46. During the statute of limitations period, Defendant has willfully failed to pay
8 accrued wages and other compensation to Plaintiff and Class members in accordance with
9 California Labor Code §§ 201 and 202. Because Defendant has failed and continues to fail to
10 properly compensate Plaintiff and Class members for all hours worked when due, and
11 compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and
12 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
13 accordance with California Labor Code §§ 201 and 202.

14 47. As a result, Plaintiff and Class members are entitled to all available statutory
15 penalties, including the waiting time penalties provided in California Labor Code § 203, together
16 with interest thereon, as well as other available remedies.

17 **SEVENTH CAUSE OF ACTION**

18 **Failure to Maintain Required Records**

19 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 6 And**

20 **All Applicable Wage Orders And Sections]**

21 ***(On Behalf of Plaintiff and the Class against all Defendants)***

22 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in paragraphs 1 through 47.

24 49. During the statute of limitations period, as part of Defendant's illegal payroll
25 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
26 Defendant's knowingly and intentionally failed to maintain records as required under California
27 Labor Code §§ 226, 1174, and §§ 6 and 7 of the applicable IWC Wage Orders, including but not
28 limited to, the following records: total daily hours worked by each non-exempt employee;

1 applicable rates of pay; all deductions; meal periods; time records showing when each non-exempt
2 employee begins and ends each workday; and accurate itemized wage statements.

3 50. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
4 Class members have been damaged in an amount according to proof at trial, and are entitled to all
5 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
6 entitled to all available penalties, including but not limited to, penalties pursuant to California
7 Labor Code §§ 226(a) and (e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
8 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
9 well as other available remedies.

10 **EIGHTH CAUSE OF ACTION**

11 **Failure to Furnish Accurate Itemized Wage Statements**

12 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 1-2001, § 6 And**

13 **All Applicable Wage Orders And Sections]**

14 ***(On Behalf of Plaintiff and the Class against all Defendants)***

15 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 51.

17 52. During the statute of limitations period, Defendant routinely failed to provide
18 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
19 showing each employee's gross wages earned, total hours worked, overtime hours worked and
20 paid, all deductions made, net wages earned, and all applicable hourly rates in effect during each
21 pay period and the corresponding number of hours worked at each hourly rate, in violation of
22 California Labor Code § 226 and §§ 6 and 7 of the applicable IWC Wage Orders.

23 53. Defendant's pay stubs violate Labor Code § 226 because Defendant routinely and
24 intentionally fails to provide Plaintiff and Class members with proper meal and rest breaks but
25 fails to include in their wage statements one (1) additional hour of compensation at their regular
26 rates of pay for each non-compliant meal or rest break. In addition, Defendant required Plaintiff
27 and Class members to work off-the-clock without compensation and illegally rounded the time
28 that they worked, rendering the pay stubs incorrect as to time worked, rates of pay and

1 remuneration. Further, Defendant's wage statement failed to provide for the amounts available
2 and amounts taken relating to COVID-19 sick leave and California supplemental COVID-19 sick
3 leave pursuant to Labor Code §248.2. As a result of these violations, Defendant's pay stubs failed
4 to accurately list the compensation owed and due to Plaintiff and Class members.

5 54. Defendant knowingly and intentionally failed to provide Plaintiff and Class
6 members with timely, accurate, and itemized wage statements in accordance with California Labor
7 Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether
8 they were being paid for, among other things, all of the hours they worked and at the proper rates
9 of pay.

10 55. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
11 Class members have been damaged in an amount according to proof at trial, and seek all wages
12 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
13 available penalties, including but not limited to penalties pursuant to California Labor Code §§
14 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
15 including but not limited to those provided in California Labor Code § 226(e), as well as other
16 available remedies.

17 **NINTH CAUSE OF ACTION**

18 **Representative Action for Civil Penalties**

19 **[Cal. Lab. Code §§ 2698- 2699.5]**

20 ***(On Behalf of Plaintiff and Other Aggrieved Employees against all Defendants)***

21 56. Plaintiff incorporates herein by specific reference as though fully set forth the
22 allegations in paragraphs 1 through 61, with exception of the allegations in Paragraphs 15 (A) –
23 (D).

24 57. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
25 § 2699(c), and is a proper representative to bring a civil action on behalf of himself, and other non-
26 exempt employees of Defendant who are California citizens, pursuant to the procedures specified
27 in California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged
28 violations of the California Labor Code were committed against Plaintiff.

58. Defendant further failed to comply with the requirements of Labor Code §2810.5 in order to conceal its wage theft.

59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775, 1199, 2802 and all applicable IWC wage order penalties, from Defendant in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 248.2, 510, 512, 1174, 1194, 1197, 1198 and 1774. Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

60. Pursuant to California Labor Code §§ 2699.3, on October 5, 2021, Plaintiff gave written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s notice letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations. Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of Defendant;
3. For meal and rest break compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 1-2001 and all applicable IWC Wage Orders and pertinent sections;
4. For liquidated damages pursuant to California Labor Code § 1194.2;

1 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
2 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from
3 engaging in the unlawful business practices complained of herein;

4 6. For waiting time penalties pursuant to California Labor Code § 203;

5 7. For statutory penalties according to proof, including but not limited to all penalties
6 authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 1174.5, 1775, and
7 1197.1;

8 8. An award of actual, statutory, and/or punitive damages to Plaintiff and the Class
9 pursuant to California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;

10 9. For interest on the unpaid wages at 10 percent per annum pursuant to California
11 Labor Code §§ 218.6, 1194, 2802 and California Civil Code §§ 3287, 3288, and/or any other
12 applicable provision providing for pre-judgment interest;

13 10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
14 218.5, 226, 1194, and California Code of Civil Procedure § 1021.5, California Civil Code §
15 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions
16 providing for attorneys' fees and costs;

17 11. For declaratory relief;

18 12. For an order requiring and certifying the First through Ninth Causes of Action as a
19 class action;

20 13. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
21 Class counsel; and

22 14. For such further relief that the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: December 9, 2021

THE LAW OFFICE OF SCOTT E. WHEELER

By: 

SCOTT ERNEST WHEELER

Attorney for Plaintiff and the Putative Class