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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RAHMAD PERRY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BELLA BRU NATOMAS LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2020-00281583-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (2) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (3) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (4) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (5) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (9) Violation of California Business & Professions Code §§ 17200, et seq.

(10) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RAHMAD PERRY (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Sacramento. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Sacramento.

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PARTIES

5. Plaintiff RAHMAD PERRY is an individual residing in the State of California, County of Sacramento.

6. Defendant BELLA BRU NATOMAS LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

7. At all relevant times, Defendant BELLA BRU NATOMAS LLC was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants BELLA BRU NATOMAS LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant BELLA BRU NATOMAS LLC and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from July 8, 2016 to final judgment and who reside in California.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the

1 proposed class counsel, are versed in the rules governing class action
2 discovery, certification, and settlement. Plaintiff has incurred, and during
3 the pendency of this action will continue to incur, costs and attorneys'
4 fees, that have been, are, and will be necessarily expended for the
5 prosecution of this action for the substantial benefit of each class member.

6 d. Superiority: A class action is superior to other available methods for the
7 fair and efficient adjudication of this litigation because individual joinder
8 of all class members is impractical.

9 e. Public Policy Considerations: Certification of this lawsuit as a class action
10 will advance public policy objectives. Employers of this great state violate
11 employment and labor laws every day. Current employees are often afraid
12 to assert their rights out of fear of direct or indirect retaliation. However,
13 class actions provide the class members who are not named in the
14 complaint anonymity that allows for the vindication of their rights.

15 16. There are common questions of law and fact as to the class members that
16 predominate over questions affecting only individual members. The following common
17 questions of law or fact, among others, exist as to the members of the class:

18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the California Labor Code, was willful;

20 b. Whether Defendants' had a corporate policy and practice of failing to pay
21 their hourly-paid or non-exempt employees within the State of California
22 for all hours worked and missed (short, late, interrupted, and/or missed
23 altogether) meal periods and rest breaks in violation of California law;

24 c. Whether Defendants deprived Plaintiff and the other class members of
25 meal and/or rest periods or required Plaintiff and the other class members
26 to work during meal and/or rest periods without compensation;

27 d. Whether Defendants failed to pay minimum wages to Plaintiff and the
28 other class members for all hours worked;

- e. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- f. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- g. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- h. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- i. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- j. Whether Defendants' conduct was willful or reckless;
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- l. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- m. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

1 19. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
2 employee,” who is any person that was employed by the alleged violator and against whom one
3 or more of the alleged violations was committed.

4 20. Plaintiff was employed by Defendants and the alleged violations were committed
5 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff
6 and the other employees are “aggrieved employees” as defined by California Labor Code section
7 2699(c) in that they are current or former employees of Defendants, and one or more of the
8 alleged violations were committed against them.

9 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
11 requirements have been met:

12 a. The aggrieved employee shall give written notice by online submission
13 (hereinafter “Employee's Notice”) to the LWDA and by certified mail to
14 the employer of the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories to support
16 the alleged violations.

17 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
18 employer and the aggrieved employer by certified mail that it does not
19 intend to investigate the alleged violation within sixty (60) calendar days
20 of the postmark date of the Employee’s Notice. Upon receipt of the
21 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
22 (65) calendar days of the postmark date of the Employee’s Notice, the
23 aggrieved employee may commence a civil action pursuant to California
24 Labor Code section 2699 to recover civil penalties in addition to any other
25 penalties to which the employee may be entitled.

26 22. On November 22, 2021, Plaintiff provided written notice by certified mail to the
27 LWDA and to BELLA BRU NATOMAS LLC of the specific provisions of the California Labor
28 Code alleged to have been violated, including the facts and theories to support the alleged

1 violations. Therefore, the administrative prerequisites under California Labor Code section
2 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code
3 sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d),
4 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage
5 Order 5-2001 have been satisfied.

6 **GENERAL ALLEGATIONS**

7 23. At all relevant times set forth herein, Defendants employed Plaintiff and other
8 persons as hourly-paid or non-exempt employees within the State of California, including the
9 County of Sacramento.

10 24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
11 exempt employee, from approximately June 2018 to approximately January 2019, in the State
12 of California, County of Sacramento.

13 25. Defendants hired Plaintiff and the other class members/aggrieved employees,
14 classified them as hourly-paid or non-exempt employees, and failed to compensate them for all
15 hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

16 26. Defendants had the authority to hire and terminate Plaintiff and the other class
17 members/aggrieved employees, to set work rules and conditions governing Plaintiff's and the
18 other class members'/aggrieved employees' employment, and to supervise their daily
19 employment activities.

20 27. Defendants exercised sufficient authority over the terms and conditions of
21 Plaintiff's and the other class members'/aggrieved employees' employment for them to be joint
22 employers of Plaintiff, and the other class members/aggrieved employees.

23 28. Defendants directly hired and paid wages and benefits to Plaintiff, and the other
24 class members/aggrieved employees.

25 29. Defendants continue to employ hourly-paid or non-exempt employees within the
26 State of California.

30. Plaintiff and the other class members/aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed, short, late, or interrupted meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members/aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed properly calculate the regular rate of pay, including, *inter alia*, failing to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members/aggrieved employees earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages in the same pay period.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members/aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other class

1 members/aggrieved employees. Plaintiff and the other class members/aggrieved employees were
2 required to perform work during meal periods and rest periods.

3 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to relieve Plaintiff and the other class members/aggrieved employees of all duties, failed
5 to relinquish control over Plaintiff and the other class members/aggrieved employees' activities,
6 failed to permit Plaintiff and the other class members/aggrieved employees a reasonable
7 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
8 uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at
9 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later
10 than their tenth hour of work for shifts lasting more than ten (10) hours.

11 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members/aggrieved employees
13 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's
14 and the other class member's regular rate of pay when a meal period was missed, short, late,
15 and/or interrupted, and they did not receive all meal periods or payment of one additional hour
16 of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was
17 missed, short, late, and/or interrupted.

18 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members/aggrieved employees
20 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
21 and the other class member's regular rate of pay when a rest period was missed, short, late,
22 and/or interrupted, and they did not receive all rest periods or payment of one additional hour of
23 pay at Plaintiff's and the other class members/aggrieved employees' regular rate of pay when a
24 rest period was missed, short, late, and/or interrupted.

25 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members/aggrieved employees
27 were entitled to receive all wages required by law, including and not limited to, minimum,
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1 regular, and overtime wages for compensation and that they were not receiving all wages
2 required by law for all hours worked.

3 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members/aggrieved employees
5 were entitled to receive all wages owed to them upon discharge or resignation, including wages
6 required by law, including and not limited to, minimum, regular, and overtime wages, and meal
7 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
8 time of their discharge or resignation.

9 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members/aggrieved employees
11 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
12 class members/aggrieved employees did not receive payment of all wages, including wages
13 required by law, including and not limited to, minimum, regular, and overtime wages and meal
14 and rest period premiums, within any time permissible under California Labor Code section 204.

15 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members/aggrieved employees
17 were entitled to receive complete and accurate wage statements in accordance with California
18 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
19 The deficiencies included, *inter alia*, the failure to include the actual number of hours worked
20 by Plaintiff and the other class members/aggrieved employees, including work performed off-
21 the-clock.

22 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiff and the other class members/aggrieved employees in accordance with California
25 law, but, in fact, did not keep complete and accurate payroll records.

26 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members/aggrieved employees
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1 were entitled to reimbursement for necessary business-related expenses, including, *inter alia*,
2 the costs of shoes and uniforms.

3 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that they had a duty to compensate Plaintiff and the other class
5 members/aggrieved employees pursuant to California law, and that Defendants had the financial
6 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
7 falsely represented to Plaintiff and the other class members/aggrieved employees that they were
8 properly denied wages, all in order to increase Defendants' profits.

9 45. During the relevant time period, Defendants failed to pay overtime wages to
10 Plaintiff and the other class members/aggrieved employees for all overtime hours worked.
11 Plaintiff and the other class members/aggrieved employees did not receive compensation at one-
12 and-one-half the regular rate of pay for all hours spent performing job duties in excess of eight
13 (8) hours per day, forty (40) hours per week, and/or for the first eight (8) hours worked on the
14 seventh day of work in a workweek.

15 46. During the relevant time period, Defendants failed to properly calculate the
16 regular rate of pay, including, *inter alia*, failing to include earned commissions, non-
17 discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
18 discretionary production and/or performance pay, and/or shift differentials to calculate the
19 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
20 Plaintiff and the other class members/aggrieved employees earned commissions, non-
21 discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
22 discretionary production and/or performance pay, and/or shift differentials and overtime wages
23 in the same pay period.

24 47. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff and the other class members/aggrieved
26 employees.
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1 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

4 58. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) provide that an employer may not require, cause or permit an employee to work
9 for a work period of more than five (5) hours per day without providing the employee with a
10 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
11 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
12 both the employer and employee.

13 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
14 section 512(a) further provide that an employer may not require, cause or permit an employee to
15 work for a work period of more than ten (10) hours per day without providing the employee with
16 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
17 hours worked is no more than twelve (12) hours, the second meal period may be waived by
18 mutual consent of the employer and the employee only if the first meal period was not waived.

19 61. During the relevant time period, Plaintiff and the other class members who were
20 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
21 legally-mandated meal periods by mutual consent, were required to work for periods longer than
22 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
23 rest period.

24 62. During the relevant time period, Plaintiff and other class members' meal periods
25 were missed, shortened, late, and/or were interrupted because Defendants required them to
26 perform and complete work duties, even when it resulted in missed, shortened, late, or
27 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during
28 purported meal periods with business-related inquiries, instructions for tasks, and/or to require

1 them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

2 63. During the relevant time period, Defendants failed to relieve Plaintiff and the
3 other class members of all duties, failed to relinquish control over Plaintiff's and the other class
4 members' activities, failed to permit Plaintiff and the other class members a reasonable
5 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
6 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
7 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later
8 than their tenth hour of work for shifts lasting more than ten (10) hours.

9 64. During the relevant time period, Plaintiff and the other class members who were
10 scheduled to work for a period of time in excess of six (6) hours were required to work for
11 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
12 (30) minutes and/or rest period.

13 65. During the relevant time period, Defendants intentionally and willfully required
14 Plaintiff and the other class members to work during meal periods and failed to compensate
15 Plaintiff and the other class members the full meal period premium for work performed during
16 meal periods.

17 66. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members the full meal period premium due pursuant to California Labor Code section
19 226.7.

20 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
21 Code sections 226.7 and 512(a).

22 68. Pursuant to applicable IWC Wage Order and California Labor Code section
23 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
24 additional hour of pay at the employee's regular rate of compensation for each work day that the
25 meal or rest period is not provided.

26 **SECOND CAUSE OF ACTION**

27 **(Violation of California Labor Code § 226.7)**

28 **(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)**

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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 or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

73. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

74. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

75. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

76. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

77. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employees' regular hourly rate of compensation for each work day
2 that the rest period was not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

5 **(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)**

6 78. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 77, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
11 the minimum so fixed is unlawful.

12 80. During the relevant time period, Defendants failed to pay minimum wage to
13 Plaintiff and the other class members as required, pursuant to California Labor Code sections
14 1194, 1197, and 1197.1. Defendants' failure to pay wages required by law, including and not
15 limited to, minimum, regular, and overtime wages included, *inter alia*, Defendants' effective
16 payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-
17 clock performing work duties.

18 81. Defendants' failure to pay Plaintiff and the other class members the minimum
19 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
20 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
21 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
22 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 82. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
24 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
25 employee wages required by law, including and not limited to, minimum, regular, and overtime
26 wages, and \$250.00 for each subsequent failure to pay each employee wages required by law.

83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

86. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, and for meal and rest period premium payments.

87. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

88. California Labor Code section 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 from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

89. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

93. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

94. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

95. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (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 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

98. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

99. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

100. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a). Because Plaintiff's and the other class members' wage statements did not reflect the accurate number of hours worked, Plaintiff and the other class members were unable to determine the total amount they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the other class members should have been paid, Plaintiff and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information

101. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

102. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

105. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

110. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

111. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including, *inter alia*, the costs of shoes and uniforms.

112. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment,

1 plus interest accrued from the date on which the employee incurred the necessary expenditures
2 at the same rate as judgments in civil actions in the State of California.

3 **NINTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)**

6 113. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 112, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
12 within the meaning of Code of Civil Procedure section 1021.5.

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

16 116. A violation of California Business & Professions Code section 17200, et seq. may
17 be predicated on the violation of any state or federal law. In this instant case, Defendants'
18 policies and practices of requiring employees, including Plaintiff and the other class members,
19 to work through their meal and rest periods without paying them proper compensation violate
20 California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing
21 to pay wages required by law, including and not limited to, minimum, regular, and overtime
22 wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants'
23 policies and practices of failing to timely pay wages to Plaintiff and the other class members
24 violate California Labor Code sections 201, 202 and 204. Defendants also violated California
25 Labor Code sections 226(a), 1174(d), 2800 and 2802.

26 117. As a result of the herein described violations of California law, Defendants
27 unlawfully gained an unfair advantage over other businesses.
28

118. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences July 8, 2016; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against BELLA BRU NATOMAS LLC and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

122. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

123. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendant, and one or more of the alleged violations was committed against them.

124. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the California Labor Code section on behalf of Plaintiff and all aggrieved employees: California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 5-2001, and as further set forth herein.

Failure to Pay Overtime

125. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

126. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

127. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

128. Defendants' failure to pay wages required by law, including and not limited to, minimum, regular, and overtime wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

129. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201, through 203 as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 through 203.

Failure to Timely Pay Wages During Employment

130. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

131. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a) and 226.3, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a) and 226.3.

Failure to Keep Complete or Accurate Payroll Records

132. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

133. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

134. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

- 1 c. Penalties under California Labor Code section 210 in addition to, and
2 entirely independent and apart from, any other penalty provided in the
3 California Labor Code in the amount of a hundred dollars (\$100) for each
4 aggrieved employee per pay period for the initial violation, and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each
6 subsequent violation; and
- 7 d. Penalties under California Labor Code section 226.3 in addition to, and
8 entirely independent and apart from, any other penalty provided in the
9 California Labor Code in the amount of two hundred fifty dollars (\$250) for
10 each aggrieved employee per pay period for the initial violation, and one
11 thousand dollars (\$1,000) for each aggrieved employee per pay period for
12 each subsequent violation; and
- 13 e. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes.

15 135. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
16 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
17 and Workforce Development Agency for the enforcement of labor laws and education of
18 employers and employees about their rights and responsibilities and twenty-five percent (25%)
19 to the aggrieved employees.

20 136. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
21 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
22 statute.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, individually, and on behalf of other members of the general public similarly
25 situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys
26 General Act, requests a trial by jury.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class with respect to the first nine causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
6. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
7. For all actual, consequential, and incidental losses and damages, according to proof;
8. For premium wages pursuant to California Labor Code section 226.7(c);
9. For pre-judgment interest on any unpaid wages from the date such amounts were due;
10. For reasonable attorneys' fees and costs of suit incurred herein; and
11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

13. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premium wages pursuant to California Labor Code section 226.7(c);

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

17. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay wages required by law, including and not limited to, minimum, regular, and overtime wages to Plaintiff and the other class members;

19. For general unpaid wages and such general and special damages as may be appropriate;

20. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

23. For liquidated damages pursuant to California Labor Code section 1194.2; and

1 24. For such other and further relief as the Court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 25. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
5 time of termination of the employment of Plaintiff and the other class members no longer
6 employed by Defendants;

7 26. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 27. For statutory wage penalties pursuant to California Labor Code section 203 for
10 Plaintiff and the other class members who have left Defendants' employ;

11 28. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due; and

13 29. For such other and further relief as the Court may deem just and proper.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
17 by California Labor Code section 204 to Plaintiff and the other class members;

18 31. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 32. For pre-judgment interest on any unpaid compensation from the date such
21 amounts were due; and

22 33. For such other and further relief as the Court may deem just and proper.

23 **As to the Sixth Cause of Action**

24 34. That the Court declare, adjudge and decree that Defendants violated the record
25 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
26 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
27 wage statements thereto;

28 35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

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

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 1174.5; and

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

44. For actual, consequential and incidental losses and damages, according to proof;

45. For the imposition of civil penalties and/or statutory penalties;

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

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least wages required by law, including and not limited to, minimum, regular, and overtime wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

49. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

50. 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 by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

52. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

53. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

54. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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

Dated: January 27, 2022

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On February 14, 2022, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** on interested parties in this action as follows:

Jennifer E. Duggan (jennifer@dugganmchugh.com)
Samantha J. Tanner (samantha@dugganmchugh.com)
Laura C. McHugh (laura@dugganmchugh.com)
DUGGAN McHUGH LAW CORPORATION
641 Fulton Avenue, Suite 100
Sacramento, California 95825

Attorneys for Defendant Bella Bru Natomas, LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

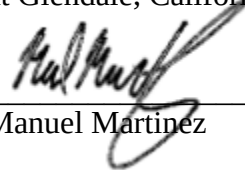
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 14, 2022, at Glendale, California.



Manuel Martinez