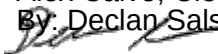


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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ

ANTONIO BONILLA and ROBERTA
SANCHEZ individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

REITER BERRY FARMS, INC., , a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 21CV02962

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, PENALTIES AND RESTITUTION**

1. Failure to Pay Wages For All Hours Worked (Cal. Lab. Code §§ 204, 218, 1194, 1194.2);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 218, 510, 860-862, 1194);
3. Failure to Provide Mandatory Meal-and-Rest Breaks (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 226, 1174);
5. Waiting Time Penalties (Cal. Labor Code §§ 201-203); and
6. Violation of California's Unfair Competition Law (Cal. Business & Professions Code §§ 17200, *et seq.*).
7. Violation of Labor Code §§ 2698 *et seq.* ("PAGA");

DEMAND FOR JURY TRIAL

1 1. Plaintiffs ANTONIO BONILLA and ROBERTA SANCHEZ (“Plaintiffs”),
2 individually, and on behalf of themselves and classes of those similarly situated, file this First
3 Amended Class Action Complaint against Defendants REITER BERRY FARMS, INC. and DOES
4 1 through 50 (collectively, “Defendants”), and allege as follows:

5
6 **I. INTRODUCTION AND FACTUAL BACKGROUND**

7 2. Plaintiffs bring this class action pursuant to Code of Civil Procedure § 382
8 against Defendants for, among other things: (a) nonpayment of wages (including minimum
9 wages, regular wages, overtime wages and paying wages at the correct rate); (b) nonprovision
10 of compliant meal periods; (c) nonprovision of compliant rest breaks; (d) failure to provide
11 accurate wage statements; and (e) for failure to pay all wages due upon termination of
12 employment.

13 3. For the four years (plus any tolling) prior to the filing of the original Complaint to
14 the present (the “Class Period”), Defendants have and continue to employ non-exempt hourly
15 employees.

16 4. Plaintiffs are informed and believe, and thereon allege, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
18 advisors knowledgeable about California labor and wage law, employment and personnel practices,
19 and about the requirements of California law.

20 5. Labor Code § 1198 provides: “The maximum hours of work and the standard
21 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
22 conditions of labor for employees. The employment of any employee for longer hours than those
23 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

24 6. In accordance with its power under section 1198, the Industrial Welfare
25 Commission adopted Wage Orders prescribing the minimum wages, maximum hours, and standard
26 conditions of employment for employees in this state.

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1 7. Plaintiffs and Class Members were regularly not provided with all compliant
2 meal periods to which they were entitled, including for a second meal period. This includes
3 that Defendants required Plaintiffs and Class Members to regularly work through meal periods.
4 This resulted in interrupted meal periods that were not sufficiently long to comply with the law
5 or a complete lack of a meal period, but no compliant meal period premiums were paid.
6 Defendants were well aware of this, but Plaintiffs and Class Members still had 30 minutes
7 deducted from their daily time for each meal period, despite the fact that they were working for
8 part of or all of their meal period and meal period premiums were not paid. Defendants also
9 had Plaintiffs and Class Members clock out before they reached sufficient hours for their
10 second meal period and then required them to keep working, to avoid providing a second meal
11 period. Based on the hours worked, the time spent working during meal periods (for which
12 they were not paid) would be overtime hours, and result in not only overtime wages owed but
13 also minimum wage and liquidated damages.

14 8. Furthermore, meal periods (including second meal periods) were regularly
15 untimely or not taken at all, including because of the press of business and pressure of
16 Defendants to complete tasks. Again, compliant meal period premiums were not paid.

17 9. Additionally, Defendants' non-exempt employees were not authorized and
18 permitted lawful rest breaks as required. Plaintiffs and Class Members were not permitted or
19 authorized to take these, and in fact did not take them, due to, among other things, the press of
20 business and Defendants' requirements. Defendant was aware of this but did not pay Plaintiffs
21 and Class Members a complaint rest break premium.

22 10. As such, Plaintiffs and Class Members were not authorized and permitted lawful
23 meal periods and rest breaks and were not provided with one hour's wages in lieu thereof in violation
24 of, among others, California Labor Code §§ 512 and 226.7 and applicable IWC Wage Orders. This
25 has also resulted in a failure to pay for all wages for hours worked during meal periods. The
26 wages include regular time wages, overtime, and minimum wages (with its resulting liquidated
27 damages).

1 11. Defendants' non-exempt employees were not authorized and permitted lawful meal
2 periods and rest breaks and were not provided with one hour's wages in lieu thereof, in one or more
3 of the following manners.

- 4 a. employees were regularly not authorized and permitted full and timely thirty-
5 minute meal periods for workdays in excess of five and/or ten hours and were
6 not compensated one hour's wages in lieu thereof, all in violation of, among
7 others, Labor Code §§ 226.7, 512, and applicable IWC Wage Orders;
8 b. employees were regularly not authorized and permitted full and timely ten-
9 minute rest breaks for workdays in excess of four and/or eight and/or twelve
10 hours and were not compensated one hour's wages in lieu thereof, all in
11 violation of, among others, Labor Code §§ 226.7 and applicable IWC Wage
12 Orders;
13 c. employees were required to work through their daily meal period(s) and rest
14 break(s);
15 d. employees were required to work longer than five hours before being allowed to
16 take a meal period;
17 e. employees were required to work longer than four hours before being allowed to
18 take a rest period;
19 f. employees were required to work off the clock to avoid triggering second meal
20 periods and were not provided those second meal periods; and
21 g. employees were severely restricted in their ability to take a meal period or rest break.

22 12. During the relevant time period, Defendants did not authorize and permit lawful
23 meal periods and rest breaks for Plaintiffs and Class Members. This was based on policies (or
24 lack thereof) as well as their practices that applied to all Class Members.
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26 13. On information and belief, Plaintiffs allege that they and the Class Members did
27 not waive meal periods during the Class period.
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1 14. In addition to the above violations, Plaintiffs and Class Members were paid a piece
2 rate for their work plus an hourly rate that was less than 35% of the minimum wage. However, they
3 were not properly paid separately for all rest breaks and all non-productive time, including that it
4 was not paid at the correct rate, as required by *Bluford v. Safeway* (2013) 216 Cal.App.4th 864 and
5 Labor Code § 226.2. Since Plaintiffs and Class Members were not paid for this time, they were not
6 paid all wages owed (including overtime, regular rate wages, minimum wage and resulting
7 liquidated damages)

8 15. Additionally, Defendants failed to properly compensate Plaintiffs and Class
9 Members at the regular rate of pay when accounting for the piece rate compensation. This
10 results in a failure to pay for all hours properly, including failing to pay for overtime hours at
11 the correct rate

12 16. As addressed above, during the course of Plaintiffs' and Class Members'
13 employment, Defendants also required Class Members to work through all or part of their meal
14 periods or work off the clock, and these hours would have included overtime hours.

15 17. Despite working overtime hours, Defendants did not pay Plaintiffs and Class
16 Members for all of those hours (including based on requirements for agricultural workers) and
17 did not pay them at the correct overtime rate, including as noted above. They were not paid all
18 wages, or wages at the proper rate, for this time as required by Labor Code §§ 510, 860-862
19 and 1194 in one or more of the following manners:

- 20
- 21 a. By failing to pay for all hours worked;
 - 22 b. By failing to pay for all hours worked at the appropriate rate;
 - 23 c. By deducting time for meal periods during which employees were actually
24 working;
 - 25 d. By arbitrarily reducing hours worked;
 - 26 e. Through failure to maintain proper records; and
 - 27 f. Through other methods to be discovered.

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1 18. As a result of Defendants' illegal and unlawful conduct as set forth above,
2 Defendants have knowingly and intentionally failed to comply with the itemized wage-statement
3 provisions and have failed to pay the damages and penalties for said violations as required by
4 California law, including the failure to include gross and net wages earned, total hours worked and
5 the applicable rate of pay, meal period and rest break premiums (including at the correct rate). They
6 also failed to record hours and meal periods and maintain accurate payroll in violation of California
7 Labor Code §§ 226 and 1198, as well as the Industrial Wage Order.

8 19. Furthermore, Defendants failed to timely pay for all wages owed to Class
9 Members upon termination of employment. As detailed above, Class Members were not
10 provided proper meal periods and/or rest breaks and were not provided with a one hour penalty
11 in lieu thereof, and were not paid all wages owed (including they were not paid at the correct
12 rate).

13 20. As a result of the above, Defendants have also engaged in unfair, fraudulent and
14 deceptive business practices within the meaning of the Business & Professions Code §§ 17200, *et*
15 *seq.*, as further detailed below.

16 21. Plaintiffs, on behalf of themselves and the non-exempt employees, bring this
17 action pursuant to California Labor Code including §§ 201-203, 204, 210, 218, 226, 226.2,
18 226.7, 510, 512, 558, 558.1, 860-862, 1174, 1194, 1194.2, 1197, 1197.1, and 1198, and the
19 applicable Industrial Welfare Commission Wage Orders ("Wage Orders"), seeking unpaid
20 wages (including minimum, regular and overtime wages), unpaid meal period and rest break
21 premiums (including at the correct rate), penalties, injunctive and other equitable relief, and
22 reasonable attorneys' fees and costs.

23 22. Plaintiffs, on behalf of themselves and the non-exempt employees, pursuant to
24 Business & Professions Code §§ 17200, *et seq.*, also seeks injunctive relief, and restitution, from
25 Defendants for their failure to pay the wages and penalties as set forth above.
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II. THE PARTIES

A. The Plaintiffs

23. Plaintiffs Antonio Bonilla Aguilar is a current resident of Watsonville, California. He was employed by Defendants from 2019-2021 and prior years. He will serve as an adequate, typical and active participant and class representative for the proposed Class and/or Subclasses as defined herein.

24. Plaintiff Roberta Sanchez is a current resident of Watsonville, California. She was employed by Defendants from 2019-2021 and prior years. She will serve as an adequate, typical and active participant and class representative for the proposed Class and/or Subclasses as defined herein.

25. As detailed above, Plaintiffs were not paid for all hours worked (including for overtime and were not paid at the correct rate), were not provided all complaint meal periods and were not authorized and permitted all and rest breaks during the Class Period. They were also not reimbursed for business expenses including for use of their personal cell phones and electronic devices.

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

B. The Defendants

27. Defendants produce fresh berries.

28. Defendants employed Plaintiffs and other non-exempt employees in California. The illegal and unlawful policies and practices described herein were performed by Defendants in California.

29. Defendant REITER BERRY FARMS, INC. was and is, upon information and belief, a California Corporation with the capacity to sue and to be sued, and doing business, in the State of California, and doing business in this cunty. At all times hereinafter mentioned,

1 Defendant REITER BERRY FARMS, INC. was an employer whose employees were engaged
2 throughout this county and the State of California.

3 30. The true names and capacities, whether individual, corporate, associate or
4 otherwise, of defendants DOES 1 through 50 are unknown to Plaintiffs, who therefore sues these
5 defendants by fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs further alleges
6 that each of these fictitious defendants is in some manner responsible for the acts and occurrences
7 herein set forth. Plaintiffs will amend this Complaint to show these defendants' true names and
8 capacities when ascertained, as well as the manner in which each fictitious defendant is responsible.

9 31. At all times mentioned herein, the Defendants named as DOES 1-50, inclusive,
10 and each of them, were residents of, doing business in, availed themselves of the jurisdiction
11 of, and/or injured Plaintiffs and aggrieved employees in the State of California.

12 32. At all times mentioned herein, each Defendant was the agent, servant, or
13 employee of the other Defendants and in acting and omitting to act as alleged herein did so
14 within the course and scope of that agency or employment.

15 III. JURISDICTION AND VENUE

16 33. The unlawful acts alleged herein arise under the laws of the State of California
17 and have a direct effect on Plaintiffs and other employees who work and/or performed work
18 within the State of California.

19 34. Business & Professions Code § 17204 provides that any person acting on his or
20 his own behalf may bring an action in a court of competent jurisdiction.

21 35. The Santa Cruz County Superior Court has personal jurisdiction over
22 Defendants because: (1) they operate within this County; (2) are qualified with the California
23 Secretary of State to do business and is doing business in California, and in this County; and
24 (3) because many of the acts complained of occurred and arose in California, and specifically,
25 this County. Additionally, each is either a citizen of California, has sufficient minimum contacts
26 in California, or otherwise intentionally avails itself of the California market so as to render the
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1 exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play
2 and substantial justice.

3 36. Venue as to Defendants is proper in this judicial district, pursuant to Code of
4 Civil Procedure § 395, as one or more of the named Defendants reside, transact business, or
5 have offices in this county and the acts and omissions alleged herein took place in this county.

6 37. California Labor Code sections 2699 et seq., the “Labor Code Private Attorneys
7 General Act” (“PAGA”), authorizes aggrieved employees to sue directly for various civil penalties
8 under the California Labor Code.

9 38. Plaintiffs timely provided notice to the California Labor Workforce Development
10 Agency (“LWDA”) and to Defendants, pursuant to California Labor Code section
11 2699.3(a). Therefore, they may proceed with this action for penalties pursuant to California Labor
12 Code § 2699, et seq.

13 IV. CLASS ACTION ALLEGATIONS

14 39. Plaintiffs are non-exempt employees who were employed by Defendants during the
15 Class Period.

16 40. Plaintiffs bring this action individually, as well as on behalf of each and all other
17 persons similarly situated in a concerted effort to improve wages and working conditions for
18 other non-exempt and/or hourly employees, and thus seek class certification under Code of
19 Civil Procedure § 382.

20 41. The proposed Class consists of and is defined as:

21 All individuals (a) who are currently or formerly employed by
22 Defendants and performed work in California in Monterey, Santa Cruz
23 and San Benito Counties as non-exempt and/or hourly employees or
24 similar job position, job title, job code, job classification, or job
25 description, and (b) who were subject to Defendants’ illegal policies and
practices as alleged herein during the Class Period.

26 42. The proposed sub-classes consist of and are defined as:

27 UNPAID WAGE SUBCLASS: All members of the Class who
28 Defendants failed to pay an hourly wage at the correct rate for

each hour worked (or other required compensation) during the Class Period.

OVERTIME SUB-CLASS: All members of the Class who were not paid overtime compensation (or not paid at the applicable overtime rate) for overtime hours worked.

MEAL PERIOD SUB-CLASS: All members of the Class who were not authorized and permitted to take a 30-minute, uninterrupted meal period for every five hours worked per day, and were not compensated one hour's pay for each day on which such meal period was not authorized and permitted.

REST BREAK SUB-CLASS: All members of the Class who were not authorized and permitted to take a 10-minute, uninterrupted rest break for every four hours worked per day, or major fraction thereof, and were not compensated one hour's pay for each day on which such rest break was not authorized and permitted.

WAGE STATEMENT SUBCLASS: All members of the Class that Defendants did not provide accurate itemized wage statements showing all hours actually worked, all wages earned, meal period and rest break premiums and the applicable rates of pay during the Class Period.

WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of the original Complaint, separated their employment from Defendants and were not paid wages within the times specified by Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

UCL SUBCLASS: All members of the Class who, during the Class Period, are owed restitution of unpaid wages and/or business expenses resulting from Defendants' systematic violations of California's Labor Code and the Wage Orders.

43. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Subclasses and reserves the right to do so. In any event, Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Class or Subclasses defined herein.

44. At all material times, Plaintiffs were members of the Class.

45. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- 1 a. Numerosity: The members of the class (and each subclass, if any) are so numerous that
2 joinder of all members would be unfeasible and impractical. The membership of the
3 entire class is unknown to Plaintiffs at this time; however, the class is estimated to be
4 greater than one hundred (100) individuals and the identity of such membership is
5 readily ascertainable by inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
7 interests of each class member with whom there is a shared, well-defined community of
8 interest. Plaintiffs' claims (or defenses, if any) are typical of all Class Members as
9 demonstrated herein.
- 10 c. Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
11 interests of each Class member with whom there is a shared, well-defined community
12 of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that
13 Plaintiffs have an obligation to make known to the Court any relationship, conflicts or
14 differences with any Class member. Plaintiffs' attorneys, the proposed Class counsel,
15 are well versed in the rules governing class action discovery, certification, and
16 settlement.
- 17 d. Superiority: The nature of this action makes the use of class action adjudication
18 superior to other methods. A class action will achieve economies of time, effort, and
19 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
20 because the same issues can be adjudicated in the same manner and at the same time for
21 the entire class.
- 22 e. Public Policy Considerations: Employers in the State of California violate employment
23 and labor laws every day. Current employees are often afraid to assert their rights out
24 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
25 because they believe their former employers might damage their future endeavors
26 through negative references and/or other means. Class actions provide the Class
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Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

- f. Manageability of Class and Common Proof: The nature of this action and the nature of laws available to Plaintiffs make use of the class action format and procedure a particularly efficient and appropriate procedure to afford relief to Plaintiffs and members of the Class for the wrongs alleged herein. Specifically, liability will turn on Defendants' own uniform, systematic practices of failing to properly pay their employees, and failing to provide lawful meal periods and authorize and permit lawful rest breaks. Therefore, the wage violations are predominant questions of fact that are easily capable of being determined through manageable devices of common proof, such as statistical random sampling, survey evidence based on scientific principles, representative testimony, documentary evidence and common practices/procedures of Defendants in treating each of the members of the Class as a homogeneous group. Once the predominant issues of wage compliance are determined, then each of the derivative subclass claims and damages suffered by each member of the Class will be capable of being shown by several means of common proof and limited by individual showings of entitlement to recovery that can be professionally administered and tailored to the facts and circumstances of the case.

46. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including but not limited to:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants deprived Plaintiffs and Class Members of lawful meal periods or one hour of pay in lieu thereof or required Plaintiffs and Class Members to work during meal periods without compensation;

- c. Whether Defendants deprived Plaintiffs and Class Members of lawful rest breaks or one hour of pay in lieu thereof;
- d. Whether Defendants' conduct was willful or reckless;
- e. Whether Defendants violated Labor Code § 226 by failing to timely furnish Plaintiffs and Class Members with accurate wage statements;
- f. Whether Defendants failed to timely pay all wages due to Plaintiffs and Class Members upon their discharge or resignation;
- g. Whether Defendants violated Labor Code § 204/210 by failing to pay employees all wages due;
- h. Whether Defendants properly paid Class Members for all overtime hours and at the correct rate.
- i. Whether Defendants properly paid Class Members at the correct hourly rate, including accounting for piece rate payments.
- j. Whether Defendants properly paid Class Members all wages owed for non-productive time.
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.;
- l. Whether the members of the Class are entitled to compensatory damages, and if so, the means of measuring such damages;
- m. Whether the members of the Class are entitled to injunctive relief;
- n. Whether the members of the Class are entitled to restitution; and
- o. Whether Defendants are liable for attorneys' fees and costs to the extent permitted by California law.

47. Class certification is appropriate under Cal. Civ. Proc. Code § 382 because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members of the Class and Subclasses of this litigation. Defendants' policies and practices unlawfully treated members of the Class and Subclasses in a uniform

1 fashion. The damages suffered by individual members of the Class and Subclasses are small
2 compared to the expense and burden of individual prosecution of this litigation. In addition,
3 class certification is superior because it will obviate the need for unduly duplicative litigation
4 that might result in inconsistent judgments about Defendants' practices.

5 48. Class certification is also appropriate pursuant to Cal. Civ. Proc. Code § 382 because
6 Defendants have acted or refused to act on grounds generally applicable to the Class, making
7 appropriate declaratory relief with respect to and the Class and Subclasses as a whole.

8 49. Plaintiffs intend to send notice to all members of the Class and Subclasses to the
9 extent required by law and each will be given an opportunity to opt out of the proceedings.

10 50. Pursuant to PAGA, Plaintiffs have also given notice to the California Labor and
11 Workforce Development Agency ("LWDA") of the Labor Code violations alleged in this
12 Complaint. The Complaint seeks all recoverable penalties for Labor Code violations as
13 permitted and proscribed by the PAGA. This cause of action includes allegations and remedies
14 available under Labor Code §§ 2699, 2699.5, and 2933.3, among others. *See* Cal. Labor Code
15 § 2933.3(a)(2)(C) ("Notwithstanding any other provisions of law, a plaintiff may as a matter of
16 right amend an existing complaint to add a cause of action arising under this part within 65
17 days of the time periods specified in this part.")

18 51. Defendants have willfully refused to pay Plaintiffs and the members of the Class the
19 required compensation for all hours worked (including minimum wage, regular wages, overtime,
20 and meal period and rest break premiums, and paying at the correct rate) and failed to keep
21 complaint records as required by law.

22 52. Defendants' company-wide policies and practices violate California law as pled
23 herein. Plaintiffs seek declaratory relief, wages, premium wages for meal period and rest break
24 violations, liquidated damages, and other damages and penalties as permitted by California law,
25 interest, and attorneys' fees and costs.

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1 wage or the legal overtime compensation applicable to the employee is entitled to recover in
2 a civil action the unpaid balance of the full amount of this minimum wage or overtime
3 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

4 60. At all times pertinent hereto, Labor Code § 1194.2 provides for the recovery of
5 prejudgment interest in any action brought to recover the nonpayment of wages, at the rate
6 specified in Civil Code § 3289.

7 61. Labor Codes §§ 218.5, 218.6, 1194(a) and 1194.2(a) provide that an employee
8 who has not been paid the legal wage may recover the unpaid balance and together with
9 attorney’s fees and costs of suit, as well as liquidated damages in an amount equal to the wages
10 unpaid and interest thereon.

11 62. At all relevant times herein, Defendants were required to compensate Plaintiffs
12 and the members of the Class for all hours worked pursuant to Labor Code §§ 226.2 and 1194.

13 63. By uniformly failing to track and record all of the hours worked by Plaintiffs
14 and members of the Class, requiring them to work off the clock, not properly paying for rest
15 and recovery and no-productive time, not paying at the correct hourly rate, and deducting a
16 full thirty minutes for meal periods when a shorter time had been taken (or no meal period at
17 all), Defendants were able to skim wages from employees by not paying them a separate hourly
18 wage for each and every hour worked as required by California law. Through this unlawful
19 and illegal policy and practice, Defendants have failed to pay Plaintiffs and the Class all wages
20 owed to them.

21 64. By the course of conduct set forth above, Defendants failed to pay all wages and
22 violated the minimum wage requirements as set forth in Labor Code §§ 218, 226.2 and 1194.

23 65. Plaintiffs are informed and believe and based thereupon allege that the result of
24 the unlawful and illegal policy and practice caused damage in the nonpayment of minimum
25 and regular wages to themselves and the proposed Class and/or Unpaid Wage Subclass, in an
26 amount according to proof at trial.

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1 66. Plaintiffs are informed and believe that the nonpayment of wages is fixed and
2 ascertainable on a class wide basis such that prejudgment interest on those wages is
3 recoverable.

4 67. As a direct and proximate result of Defendants' unlawful conduct, as set forth
5 herein, Plaintiffs and the Class Members have sustained damages, including loss of earnings,
6 in an amount to be established at trial, plus prejudgment interest pursuant to statute.

7 68. Pursuant to Labor Code sections including 1194, Plaintiffs and the proposed
8 Class and/or Unpaid Wage Subclass are entitled to, and seek to, recover unpaid minimum wage
9 and overtime compensation, and other unpaid wages, plus interest, penalties, attorneys' fees
10 and costs, and liquidated damages in an amount equal to the amount unlawfully unpaid
11 according to Labor Code § 1194.2. The specific amounts are to be determined at trial.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Pay Overtime Wages)**

14 **(Labor Code §§ 510, 860-862 and 1194)**

15 **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class o Against**
16 **All Defendants)**

17 69. Plaintiffs reallege and incorporate by this reference each of the preceding and
18 foregoing paragraphs as if fully set forth herein.

19 70. Plaintiffs seek to represent the proposed Class or, in the alternative, the
20 Overtime Subclass as a basis to enforce equal or greater protections for wages owed that are
21 offered by California law. Because the practices alleged herein are uniform, systematic and
22 continuous and affect each proposed member of the Class in a legally identical way, Plaintiffs,
23 at the appropriate time will move to certify the Class or Overtime Subclass to the extent
24 permitted by Cal. Civ. Proc. Code § 382.

25 71. Plaintiffs and the Class were at all times subject to California's laws and
26 regulations protecting the employees' entitlement to be paid and presumption to be paid
27 overtime wages for requisite hours worked beyond a normal workday or a normal work week,

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1 as specified, without limitation, by Cal. Labor Code §§ 510, 860-862, 1194 and the Wage
2 Orders.

3 72. Labor Code § 204 establishes the fundamental right of all employees in the State
4 of California to be paid wages, including straight time and overtime, in a timely fashion for
5 their work. This precludes any waiver for unpaid due and owing wages that remain unpaid at
6 the time of separation.

7 73. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours
8 in one workday and any work in excess of 40 hours in any one workweek ... shall be
9 compensated at the rate of no less than one and one-half times the regular rate of pay for any
10 employee.” In addition, Labor Code § 510(a) provides that “[a]ny work in excess of 12 hours
11 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
12 employee.”

13 74. For agricultural workers, the rules are being phased in and as a result, in 2019
14 it was owed after 9.5 hours in a day and 55 hours in a week, in 2020 it was owed after 9 hours
15 in a day or 50 hours in a week, and in 2021 it is owed after 8.5 hours in a day or 45 hours in a
16 week. Labor Code §§860-862.

17 75. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than
18 the hours set by the IWC.

19 76. As set forth above, Plaintiffs and the members of the Class were entitled to be
20 paid overtime compensation for all overtime hours worked. Plaintiffs, and members of the
21 Class, were regularly and consistently required to work overtime during the Class Period, but
22 were not paid for all overtime hours worked (including for time worked during short or missed
23 meal periods when the full 30 minutes was deducted and wen clocked out) and were not paid
24 at the correct overtime rate of pay. Defendant also failed to comply with the above overtime
25 requirements as overtime wages were not paid when working the required hours. Furthermore,
26 as Defendants failed to properly account for piece rate in determining the hourly rate, it also
27 failed to pay any overtime hours at the correct rate.

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77. As a result, Plaintiffs and Class Members throughout the Class Period worked overtime hours, but were not paid properly for such hours. They are therefore owed wages for overtime in violation of, among other things, Labor Code §§510 and 860-862.

78. During the Class Period, Defendants did not pay Plaintiffs and members of the Class overtime pay for all overtime hours worked and Defendants did not pay Plaintiffs and members of the Class at the correct overtime rate of pay.

79. As a direct and proximate result of Defendants' unlawful conduct as set forth herein, Plaintiffs and members of the Class have sustained damages, including loss of earnings for unpaid overtime hours worked, in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to California law.

THIRD CAUSE OF ACTION

(Failure to Provide Compliant Meal-and-Rest Break)

(Labor Code §§ 226.7, 512, and Industrial Wage Order)

(Brought by Plaintiff on Behalf of Themselves And Members of the Class Against All Defendants)

80. Plaintiffs reallege and incorporate by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

81. Labor Code § 226.7(b) provides that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the [IWC] ...”

82. Labor Code 512(a) provides that “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

83. Labor Code § 512(a) further provides that “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a

1 second meal period of not less than 30 minutes, except that if the total hours worked is no more
2 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
3 employee only if the first meal period was not waived.”

4 84. Labor Code § 516 provides that the IWC may adopt or amend working condition
5 orders with respect to meal periods for any workers in California consistent with the health and
6 welfare of those workers.

7 85. The Wage Order provides that “[u]nless the employee is relieved of all duty during
8 a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted
9 as time worked.” “An ‘on duty’ meal period shall be permitted only when the nature of the work
10 prevents an employee from being relieved of all duty and when by written agreement between the
11 parties an on-the-job paid meal period is agreed to. The written agreement shall state that the
12 employee may, in writing, revoke the agreement at any time.”

13 86. The Wage Order further provides that “[i]f an employer fails to provide an employee
14 a meal period in accordance with the applicable provisions of this order, the employer shall pay the
15 employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
16 the meal period is not provided.”

17 87. The members of the Class consistently worked over 5 hours per shift and therefore
18 were entitled to a meal period of not less than 30 minutes prior to exceeding 5 hours of work.

19 88. In addition, the members of the Class consistently worked over 10 hours per shift
20 and therefore were entitled to a second meal period of not less than 30 minutes prior to exceeding
21 10 hours of work.

22 89. Throughout the Class Period, Defendants failed to consistently allow and provide
23 the meal periods required by applicable California law, including the Wage Orders. Plaintiffs and
24 the members of the Class regularly worked a full day and did not receive proper meal periods (as
25 detailed above). Instead, Plaintiffs and Class Members were required and/or encouraged to shorten,
26 work through or miss their meal periods, were prevented from taking them until past the 5th
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1 hour/10th hour, or required to clock out and keep working instead of taking a meal period, and/or
2 had their meal periods interrupted or limited.

3 90. Defendants failed to provide Plaintiffs and the members of the Class compliant meal
4 periods as required by law or compensate them at one hour of “premium wage” at the employee’s
5 regular rate of pay for each day that a meal period was not authorized, permitted or otherwise
6 compliant with California law.

7 91. The members of the Class did not waive their meal periods by mutual consent with
8 Defendants or otherwise.

9 92. The members of the Class did not enter into any written agreement with Defendants
10 agreeing to an on-the-job paid meal period.

11 93. Similarly, Plaintiffs and members of the Class were entitled to be authorized and
12 permitted paid, duty-free, uninterrupted 10-minute rest periods for every four hours worked (or
13 every major fraction thereof)

14 94. Plaintiffs and the members of the Class regularly worked shifts in excess of four
15 hours without being permitted the opportunity to take a paid rest period of at least ten (10)
16 consecutive minutes, uninterrupted, relieved of all job duties; worked more than six (6) hours at a
17 time without being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period,
18 relieved of all job duties; worked shifts in excess of ten hours without being allowed a third paid
19 ten (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

20 95. Defendants failed to authorize and permit Plaintiffs and the members of the Class to
21 take adequate rest periods as required by law or compensate them at one hour of “premium wage”
22 at the employee’s regular rate of pay for each day that a rest period was not authorized, permitted
23 or otherwise compliant with California law.

24 96. Plaintiffs and the members of the Class are therefore entitled to payment of
25 additional wages as provided by law.

26 97. Defendants failed to comply with the required meal period and rest break laws
27 established by Labor Code §§ 226.7, 512, 516 and the Wage Orders.
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98. Therefore, the members of the Class or, in the alternative, the Meal Period Subclass and the Rest Period Subclass, were effectively deprived of their legally requisite meal-and-rest periods.

99. Under the Wage Order– which states “[i]f an employer fails to provide an employee a meal or rest ... period in accordance with a state law ..., the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest ... period is not provided” – the members of the Meal Period and Rest Break Subclasses are entitled to damages in an amount equal to one additional hour of pay at each employee’s regular rate of compensation for each work day that the meal or rest period was not provided, in a sum to be proven at trial.

100. Pursuant to the Labor Code, including § 218.6 and Civil Code § 3287, the members of the Meal Period Subclass and the Rest Period Subclass seek recovery of prejudgment interest on all amounts recovered herein.

101. Plaintiffs limit the recovery of “premium wages” to one hour of pay per day for each day that a meal period was not authorized, permitted or otherwise compliant with California law, and one hour of pay for each day that a rest period was not authorized, permitted or otherwise compliant with California law for each employee at their respective regular rate of pay, as set forth in the Division of Labor Standards Enforcement Policy Manual guidelines, for a maximum recovery of two premium wage payments per employee per day.

FOURTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements)

(Labor Code §§ 226, 226.2, 1174, 1174.5, and Industrial Wage Order)

(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All Defendants)

102. Plaintiffs reallege and incorporate by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

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1 103. Defendants knowingly and intentionally failed to provide accurate, itemized wage
2 statements including, *inter alia*, total hours worked, gross and net wages earned (including
3 minimum wage and overtime), meal period and break premiums (including at the correct rate) in
4 accordance with Labor Code § 226(a).

5 104. Labor Code § 226(a) states, in pertinent part, that “[e]very employer shall,
6 semimonthly or at the time of each payment of wages, furnish each of his or his employees, either
7 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
8 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
9 (1) gross wages earned, (2) total hours worked by the employee ..., (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid ..., and (9) all applicable hourly rates
11 in effect during the pay period and the corresponding number of hours worked at each hourly rate
12 by the employee ...”

13 105. Labor Code § 226 (e)(1) states that “[a]n employee suffering injury as a result of a
14 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
17 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
18 costs and reasonable attorney’s fees.”

19 106. Labor Code § 226(e)(2)(B) states “[a]n employee is deemed to suffer injury for
20 purposes of this subdivision if the employer fails to provide accurate and complete information as
21 required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee
22 cannot promptly and easily determine from the wage statement alone one or more of the following:
23 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
24 of the other information required to be provided on the itemized wage statement pursuant to items
25 (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the employer made from
26 gross wages to determine the net wages paid to the employee during the pay period.”
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1 107. Labor Code § 226(e)(2)(C) defines “promptly and easily determine” to mean “a
2 reasonable person would be able to readily ascertain the information without reference to other
3 documents or information.”

4 108. Labor Code § 226(e)(3) states that the phrase “knowing and intentional failure”
5 “does not include an isolated and unintentional payroll error due to a clerical or inadvertent
6 mistake.”

7 109. Labor Code § 226.2(a)(2) states: “The itemized statement required by subdivision
8 (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state
9 the following, to which the provisions of Section 226 shall also be applicable: (A) The total hours
10 of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for
11 those periods during the pay period” and (B) ...”the total hours of other nonproductive time, as
12 determined under paragraph (5), the rate of compensation, and the gross wages paid for that time
13 during the pay period.”

14 110. From the outset, Defendants have failed to comply with Labor Code § 226 and
15 226.2. As a matter of common policy and practice, Defendants did not include the non-exempt
16 hourly employees’ “corresponding number of hours worked at each hourly rate by the employee.”
17 In addition, the wage statements distributed to Plaintiffs and members of the Class did not contain
18 all wages earned (including minimum wage, overtime and meal period and rest break premiums at
19 the correct rate, and rest and recovery/non-productive time at the correct rate and amount of hours).
20 Defendants’ knowing, and intentional omissions caused Plaintiffs and members of the Class to
21 suffer “injury” by, among other things, impeding them from knowing the amount of wages to which
22 they are and were entitled.

23 111. At all times relevant herein, Defendants failed to maintain records of hours worked
24 by Plaintiffs and the members of the Class as required under Labor Code § 1174(d).

25 112. Plaintiffs and members of the California Class seek (i) injunctive relief requiring
26 Defendants to comply with Labor Code §§ 226(a), 226.2 and 1174(d), (ii) the amounts provided
27 under Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for the
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1 initial pay period in which a violation occurs and \$100 per employee for each violation in a
2 subsequent pay period, and (iii) attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **(Failure to Timely Pay All Wages Due Upon Separation)**

5 **(Labor Code §§ 201, 202, and 203)**

6 **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All**
7 **Defendants)**

8 113. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs
9 as if fully set forth herein.

10 114. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
11 due within the time specified by law. California Labor Code § 203 provides that if an employer
12 willfully fails to timely pay such wages, the employer must continue to pay the subject employees'
13 wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days
14 of wages.

15 115. All members of the Class who ceased employment with Defendants are entitled to
16 unpaid compensation, but to date have not received such compensation.

17 116. More than 30 days have passed since certain members of the Class left Defendants'
18 employ.

19 117. As a consequence of Defendants' willful conduct in not paying compensation for all
20 hours worked, the members of the Class whose employment ended during the Class Period are
21 entitled to 30 days' wages under Labor Code § 203, together with interest thereon and attorneys'
22 fees and costs.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California's Unfair Competition Law)**

3 **(Bus. & Prof. Code § 17200, *et seq.*)**

4 **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All**
5 **Defendants)**

6 118. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs
7 as if fully set forth herein.

8 119. Defendants' failure to pay all wages (including minimum wage, regular time and
9 overtime wages), failure to pay compliant premium wages for noncompliant meal periods and rest
10 breaks constitutes unlawful activity, acts and practices that are prohibited by Business &
11 Professions Code §§ 17200, *et seq.* The actions of Defendants described above constitute unfair,
12 fraudulent and deceptive business practices, within the meaning of Business and Professions Code
13 §§ 17200, *et seq.* Defendants have violated multiple provisions of California law and provisions
14 of the Wage Orders, which has the same force and effect of a violation of law. This includes,
15 without limitation, California Labor Code §§ 201-203, 204, 210, 218, 226, 226.2, 226.7, 510,
16 512, 558, 558.1, 860-862, 1174, 1194, 1194.2, 1197, 1197.1, which serve as statutory predicates
17 for which restitution and disgorgement are owed by Defendants.
18

19 120. Plaintiffs and members of the UCL Subclass are entitled to an injunction, restitution,
20 and other equitable relief against such unlawful practices in order to prevent future damage, for
21 which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

22 121. As a result of these unlawful acts, Defendants have reaped and continue to reap
23 unfair benefits and illegal profits at the expense of Plaintiffs and the members of the Class that
24 Plaintiffs seeks to represent. Defendants should be enjoined from this activity and make restitution
25 for these ill-gotten gains to restore to Plaintiffs and the members of the Class the wrongfully
26 withheld wages, pursuant to Business & Professions Code § 17203, and specific performance of
27 payment of penalties ordered under Business and Professions Code § 17202.
28

1 122. Plaintiffs are informed and believe, and based thereon allege, that Defendants are
2 unjustly enriched through the acts described above and that he and the Class have and continue to
3 suffer irreparable prejudice by Defendants' unfair practices. Further, by engaging in such activities,
4 Defendants are illegally operating at an advantage to other law-abiding employers in the State of
5 California and underpaying payroll and other applicable taxes that are collected by the State and
6 local governmental entities in California.

7 123. The illegal conduct alleged herein is continuing, and there is no indication that
8 Defendants will not continue such activity into the future. Plaintiffs allege that if Defendants are
9 not enjoined from the conduct set forth in this Complaint, it will continue to fail to pay all wages,
10 premium wages for meal-and-rest violations, to reimburse for business expenses, comply with the
11 legal requirements addressed above, and paying appropriate taxes, insurance, and unemployment
12 withholdings.

13 124. Plaintiffs will request that the Court issue a preliminary and permanent injunction
14 prohibiting Defendants from continuing to fail to fully pay all appropriate hourly and overtime rates
15 of pay, and all wages due at termination, and requiring Defendants to provide accurate hourly wage
16 statements.

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18 **SEVENTH CAUSE OF ACTION**

19 **(Violation of PAGA)**

20 **(California Labor Code §§ 2698, et seq.)**

21 **(Brought by Plaintiffs on Behalf of Themselves And the Aggrieved Employees Against All**
22 **Defendants)**

23 125. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs
24 as if fully set forth herein.

25 126. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code §
27 2699.5.
28

1 127. At all times herein set forth, PAGA was applicable to Plaintiffs' employment
2 by Defendants.

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

8 129. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
9 employee," who is any person that was employed by the alleged violator and against whom one
10 or more of the alleged violations was committed.

11 130. Plaintiffs and other employees are Aggrieved Employees as defined by
12 California Labor Code § 2699(c) in that they are all current or former employees of Defendants
13 who are or were employed by Defendants, and one or more of the alleged violations were
14 committed against them.

15 131. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
17 following requirements have been met:
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19 a. The aggrieved employee shall give written notice ("Employee's Notice") to the
20 LWDA and by certified mail to the employer of the specific provisions of the
21 California Labor Code alleged to have been violated, including the facts and theories
22 to support the alleged violations.

23 b. The LWDA shall provide notice ("LWDA Notice") to the employer and the
24 aggrieved employee by certified mail that it does not intend to investigate the alleged
25 violation within sixty (60) calendar days of the postmark date of the Employee's
26 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
27 within sixty-five (65) calendar days of the postmark date of the Employee's Notice,
28 the aggrieved employee may commence a civil action pursuant to California Labor

1 Code § 2699 to recover civil penalties in addition to any other penalties to which the
2 employee may be entitled.

3 132. On November 12, 2021, Plaintiffs provided written notice by certified mail to
4 the LWDA and to Defendants of the specific provisions of the California Labor Code alleged
5 to have been violated, including the facts and theories to support the alleged violations.

6 133. Plaintiffs have satisfied the administrative prerequisites under California Labor
7 Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies,
8 for violations of California Labor Code including sections 201, 202, 203, 204, 210, 226(a),
9 226.3, 226.7, 510, 512, 558, 860-862, 1174, 1194, 1194.2, 1197, 1198, and Industrial Welfare
10 Orders including, but not limited to, Section 7.

11 134. Defendants' conduct, as alleged herein, violates numerous sections of the
12 California Labor Code including but not limited to the following:

- 13 a. Violation of Labor Code § 226(a) and 226.3 for failing to provide accurate wage
14 statements, as herein alleged.
- 15 b. Violation of Labor Code §§ 226.7 and 512 for Defendants' failure to provide all
16 meal periods and rest breaks as required, or pay meal period and rest break
17 premium wages in lieu thereof, as herein alleged.
- 18 c. Violation of Labor Code §§ 201, 202 and 203 for failure to timely pay all wages
19 owed upon termination, as herein alleged.
- 20 d. Violation of Labor Code § § 204, 210, and 558 for failing to pay all wages owed,
21 as herein alleged.
- 22 e. Violation of Labor Code § 510 and 860-862 for failing to pay all overtime
23 wages, as herein alleged.
- 24 f. Violation of Labor Code § 1174 and Industrial Welfare Orders including, but
25 not limited to, Section 7, for failure to maintain records.
- 26 g. Violation of Industrial Welfare Orders regarding failure to record meal periods.
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1 h. Violation of Labor Code §§ 1194, 1194.2, 1197 and 1197.1 for failing to pay
2 minimum wage.

3 i. Violation of Labor Code §1198 for failure to comply with standard conditions
4 of labor.

5 135. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs and
6 all other aggrieved employees are entitled to recover civil penalties against Defendants, in
7 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
8 210, 226(a), 226.3, 226.7, 510, 512, 558, 860-862, 1174, 1194, 1194.2, 1197, 1198 and
9 Industrial Welfare Orders including, but not limited to, Section 7.

10 136. Further Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
11 costs pursuant to California Labor Code § 2699 and any other applicable statute.

12 VI. PRAYER FOR RELIEF

13 WHEREFORE, Plaintiffs, on behalf of himself and all members of the Class and Subclasses
14 he seeks to represent, prays for relief as follows:

- 15 1. For an order certifying the First through Sixth causes of action and maintaining said
16 causes of action as a class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
17 of the members of the Class and/or Subclasses who were either employed or who
18 performed work here in the State of California within the Class Period and that
19 notice of the pendency of this action be provided to members of the Class;
- 20 2. Designation of Plaintiffs as the Class Representative for the Class and/or Subclasses
21 and Plaintiffs' attorneys as Class Counsel for the Class and/or Subclasses;
- 22 3. A declaratory judgment that the practices complained of herein are unlawful under
23 appropriate state law;
- 24 4. Appropriate equitable relief to remedy Defendants' violations of California law
25 including, but not necessarily limited to, an order enjoining Defendants from
26 continuing their unlawful practices;
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5. For an award of unpaid wages and liquidated damages in an amount equal to the amount unlawfully unpaid pursuant to Labor Code §§ 1194 and 1194.2;
6. For an award of unpaid overtime wages pursuant to Labor Code §§ 510, 860-862 and 1194;
7. For an award of unpaid rest, recovery and no-productive time;
8. All appropriate California statutory penalties and civil penalties;
9. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant meal periods;
10. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant rest breaks;
11. Labor Code § 203 penalties;
12. Damages and penalties pursuant to Labor Code §§ 226(a);
13. For an order that Defendants make restitution to Plaintiffs and the Class due to their unlawful business practices, including unlawfully-collected compensation pursuant to Business & Professions Code §§ 17203 and 17204;
14. Penalties, attorney's fees and costs under PAGA;
15. Pre-judgment and post-judgment interest, as provided by law;
16. Such other equitable relief as the Court may deem just and proper; and
17. Attorneys' fees and costs of suit, including expert fees and fees pursuant to, among others, California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure § 1021.5, and other applicable California laws.

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Dated: February 4, 2022

By: Ian M. Silvers
 Brian D. Chase
 Ian M. Silvers
 Attorneys for Plaintiffs and Putative Classes