

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EULALIA TRINIDAD, individually, and on behalf of other members of the general public similarly situated; and MARKO ASAULYUK, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GROUNDWORK COFFEE LLC, an unknown business entity, GROUNDWORK COFFEE, LLC, a Delaware limited liability company; GROUNDWORK COFFEE HOLDINGS, LLC, a Delaware limited liability company; GROUNDWORK COFFEE ROASTERS, LLC, a Delaware limited liability company; EDWARD COLA, individually; STEVEN LEVAN, individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV09758

**[PROPOSED] 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 §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff EULALIA TRINIDAD (“Plaintiff Trinidad”), individually, and on behalf of other members of the general public similarly situated, and MARKO ASAULYUK (“Plaintiff Asaulyuk”) (together, “Plaintiffs”) individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), allege 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 Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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 the 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, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

///

///

PARTIES

5. Plaintiff EULALIA TRINIDAD is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff MARKO ASAULYUK is an individual residing in the State of California, County of Los Angeles.

7. Defendant GROUNDWORK COFFEE LLC, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant GROUNDWORK COFFEE HOLDINGS, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. Defendant GROUNDWORK COFFEE ROASTERS, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

10. Defendant EDWARD COLA at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant GROUNDWORK COFFEE, LLC, GROUNDWORK COFFEE HOLDINGS, LLC, and GROUNDWORK COFFEE ROASTERS, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

11. Defendant STEVEN LEVAN at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant GROUNDWORK COFFEE, LLC, GROUNDWORK COFFEE HOLDINGS, LLC, and GROUNDWORK COFFEE ROASTERS, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

12. At all relevant times, Defendant GROUNDWORK COFFEE LLC and was the

1 “employer” of Plaintiffs within the meaning of all applicable California state laws and statutes.

2 13. At all times herein relevant, Defendants GROUNDWORK COFFEE LLC,
3 GROUNDWORK COFFEE HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS, LLC,
4 EDWARD COLA, STEVEN LEVAN, and DOES 1 through 100, and each of them, were the
5 agents, partners, joint venturers, joint employers, representatives, servants, employees,
6 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant
7 hereto were acting within the course and scope of their authority as such agents, partners, joint
8 venturers, joint employers, representatives, servants, employees, successors, co-conspirators and
9 assigns, and all acts or omissions alleged herein were duly committed with the ratification,
10 knowledge, permission, encouragement, authorization and consent of each defendant designated
11 herein.

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

20 15. Defendants GROUNDWORK COFFEE LLC, GROUNDWORK COFFEE
21 HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS, LLC, EDWARD COLA, STEVEN
22 LEVAN, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

23 16. Plaintiffs further allege that Defendants directly or indirectly controlled or
24 affected the working conditions, wages, working hours, and conditions of employment of
25 Plaintiffs, the other class members, and the other aggrieved employees so as to make each of
26 said defendants employers and employers liable under the statutory provisions set forth herein.

27 ///

28 ///

CLASS ACTION ALLEGATIONS

17. Plaintiff Trinidad brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

18. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt individuals employed by any of the Defendants within the State of California at any time during the period from March 22, 2015 to final judgment.

19. Plaintiff Trinidad reserves the right to establish subclasses as appropriate.

20. 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 Trinidad 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 Trinidad'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 she has a well-defined community of interest.

c. Adequacy: Plaintiff Trinidad will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff Trinidad has no interest that is antagonistic to the other class members. Plaintiff Trinidad's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff Trinidad has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been,

are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff Trinidad and the other class members to work over eight (8) hours per day, over forty (40) hours, and/or over six (6) days per week and failed to pay the legally required overtime compensation to Plaintiff Trinidad and the other class members;
- d. Whether Defendants deprived Plaintiff Trinidad and the other class members of meal and/or rest periods or required Plaintiff Trinidad and the other class members to work during meal and/or rest periods without compensation;

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

- 1 o. Whether Plaintiff Trinidad and the other class members are entitled to
2 compensatory damages pursuant to the California Labor Code.

3 **PAGA ALLEGATIONS**

4 22. At all times herein set forth, PAGA was applicable to Plaintiff Asauljuk's
5 employment by Defendants.

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

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

14 25. Plaintiff Asauljuk was employed by Defendants and the alleged violation was
15 committed against him during his time of employment and he is, therefore, an aggrieved
16 employee. Plaintiff Asauljuk and the other employees are "aggrieved employees" as defined by
17 California Labor Code section 2699(c) in that they are all current or former employees of
18 Defendants, and one or more of the alleged violations were committed against them.

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

- 22 a. The aggrieved employee shall give written notice by online submission
23 (hereinafter "Employee's Notice") to the Labor & Workforce
24 Development Agency (hereinafter "LWDA") and by U.S. Certified Mail
25 to the employer of the specific provisions of the California Labor Code
26 alleged to have been violated, including the facts and theories to support
27 the alleged violations.

- 28 b. b. The LWDA shall provide notice (hereinafter "LWDA Notice") to

1 the employer and the aggrieved employee by certified mail that it does not
2 intend to investigate the alleged violation within sixty (60) calendar days
3 of the postmark date of the Employee's Notice. Upon receipt of the
4 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
5 (65) calendar days of the postmark date of the Employee's Notice, the
6 aggrieved employee may commence a civil action pursuant to California
7 Labor Code section 2699 to recover civil penalties in addition to any other
8 penalties to which the employee may be entitled.

9
10 27. On November 3, 2021, Plaintiff Asauluk provided written notice by online
11 submission to the LWDA and by U.S. Certified Mail to Defendants GROUNDWORK COFFEE,
12 LLC, GROUNDWORK COFFEE HOLDINGS, LLC, GROUNDWORK COFFEE ROASTERS,
13 LLC, EDWARD COLA, and STEVEN LEVAN of the specific provisions of the California
14 Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violations, in accordance with the applicable filing fee of seventy-five dollars (\$75). Plaintiff
16 Asauluk did not receive an LWDA Notice within sixty-five (65) calendar days of the date of
17 Plaintiff's notice.

18 28. Therefore, Plaintiff Asauluk has satisfied the administrative prerequisites under
19 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
20 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
21 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802,
22 2810.5, as well as all applicable Industrial Welfare Commission Wage Orders, including and not
23 limited to, Wage Order Nos. 4-2001, 5-2001, and 7-2001.

24 **GENERAL ALLEGATIONS**

25 29. At all relevant times set forth herein, Defendants employed Plaintiffs and other
26 persons as hourly-paid or non-exempt employees within the State of California, including the
27 County of Los Angeles.

28 30. Defendants, jointly and severally, employed Plaintiff Trinidad as an hourly-paid,
non-exempt employee from approximately August 2014 to approximately September 2015, in

1 the State of California, County of Los Angeles.

2 31. Defendants, jointly and severally, employed Plaintiff Asauluk as an hourly-paid,
3 non-exempt employee from approximately January 2018 to approximately December 2018, March
4 2019 to approximately October 2019, and from approximately December 2020 to approximately
5 August 2021 in the State of California, County of Los Angeles.

6 32. Defendants hired Plaintiffs, the other class members, and the other aggrieved
7 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
8 them for all hours worked and missed, short, late, and/or interrupted meal periods and/or rest
9 breaks.

10 33. Defendants had the authority to hire and terminate Plaintiffs, the other class
11 members, and the other aggrieved employees to set work rules and conditions governing
12 Plaintiffs', the other class members', and the other aggrieved employees' employment, and to
13 supervise their daily employment activities.

14 34. Defendants exercised sufficient authority over the terms and conditions of
15 Plaintiffs', the other class members', and the other aggrieved employees' employment for them
16 to be joint employers of Plaintiffs, the other class members, and the other aggrieved employees.

17 35. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class
18 members, and the other aggrieved employees.

19 36. Defendants continue to employ hourly-paid or non-exempt employees within the
20 State of California.

21 37. Plaintiffs, the other class members, and the other aggrieved employees worked
22 over eight (8) hours in a day, forty (40) hours, and/or six (6) days in a workweek during their
23 employment with Defendants.

24 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
26 employees and within the State of California. This pattern and practice involved, *inter alia*,
27 failing to pay them for all regular and/or overtime wages earned and for missed meal periods
28 and rest breaks in violation of California law.

1 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
3 employees were entitled to receive certain wages for overtime compensation and that they were
4 not receiving accurate overtime compensation for all overtime hours worked.

5 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and
7 non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
8 differentials to calculate the regular rate of pay used to calculate the overtime rate for the
9 payment of overtime wages where Plaintiffs, the other class members, and the other aggrieved
10 employees earned commissions, non-discretionary bonuses, non-discretionary monetary and
11 non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
12 differentials and overtime wages in the same workweek.

13 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 failed to provide Plaintiffs, the other class members, and the other aggrieved employees all
15 required rest and meal periods during the relevant time period as required under the Industrial
16 Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

17 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
19 employees were entitled to receive all meal periods or payment of one additional hour of pay at
20 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when
21 a meal period was missed, short, late, or interrupted, and they did not receive all meal periods or
22 payment of one additional hour of pay at Plaintiffs, the other class members', and the other
23 aggrieved employees' regular rate of pay when a meal period was missed, short, late, or
24 interrupted.

25 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
27 employees were entitled to receive all rest periods or payment of one additional hour of pay at
28 Plaintiffs', the other class members', and the other aggrieved employees' regular rate of pay when

1 a rest period was missed, short, late, or interrupted and they did not receive all rest periods or
2 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of
3 pay when a rest period was missed, short, late, or interrupted.

4 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
6 employees were entitled to receive at least minimum wages for compensation and that they were
7 not receiving at least minimum wages for all hours worked.

8 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
10 employees were entitled to receive all wages owed to them upon discharge or resignation,
11 including overtime and minimum wages and meal and rest period premiums, and they did not,
12 in fact, receive all such wages owed to them at the time of their discharge or resignation.

13 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
15 employees were entitled to receive all wages owed to them during their employment. Plaintiffs,
16 the other class members, and the other aggrieved employees did not receive payment of all
17 wages, including overtime and minimum wages and meal and rest period premiums, within any
18 time permissible under California Labor Code section 204.

19 47. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, the
20 other class members, and the other aggrieved employees were not provided with a day of rest as
21 required by California Labor Code sections 551 and 552, because they were required to regularly
22 worked in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof,
23 during workweeks in which they were required to work in excess of six (6) days, without
24 accumulating or being provided the opportunity to take at least one (1) day of rest, and when they
25 accumulated days of rest, they were not actually provided the opportunity to take the equivalent of
26 one (1) day's rest in seven (7) during each calendar month.

27 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs, the other class members, and the other aggrieved

1 employees were entitled to receive complete and accurate wage statements in accordance with
2 California law, but, in fact, they did not receive complete and accurate wage statements from
3 Defendants. The deficiencies included, inter alia, the failure to include the total number of hours
4 worked by Plaintiffs, the other class members, and the other aggrieved employees, including
5 work performed off-the-clock.

6 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Defendants had to keep complete and accurate payroll records
8 for Plaintiffs, the other class members, and the other aggrieved employees in accordance with
9 California law, but, in fact, did not keep complete and accurate payroll records.

10 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs, the other class members, and the other aggrieved
12 employees were entitled to reimbursement for necessary business-related expenses, including,
13 but not limited to, the costs of using personal phones for business-related purposes, complying
14 with dress code requirements, and purchasing equipment necessary to perform job duties.

15 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that they had a duty to compensate Plaintiffs, the other class
17 members, and the other aggrieved employees pursuant to California law, and that Defendants
18 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
19 failed to do so, and falsely represented to Plaintiffs, the other class members, and the other
20 aggrieved employees that they were properly denied wages, all in order to increase Defendants'
21 profits.

22 52. During the relevant time period, Defendants failed to provide notice to Plaintiffs,
23 the other class members, and the other aggrieved employees as required by California Labor Code
24 section 2810.5.

25 53. During the relevant time period, Defendants intentionally and willfully failed to
26 pay overtime wages to Plaintiffs and the other class members for all overtime hours worked.
27 Plaintiffs and the other class members were required to work more than eight (8) hours per day,
28 forty (40) hours per week, and/or for the first eight (8) hours worked on the seventh day work in

1 a workweek.

2 54. During the relevant time period, Defendants failed to provide all requisite
3 uninterrupted meal and rest periods to Plaintiffs and the other class members.

4 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
5 class members at least minimum wages for all hours worked.

6 56. During the relevant time period, Defendants failed to pay Plaintiffs and the other
7 class members all wages owed to them upon discharge or resignation.

8 57. During the relevant time period, Defendants failed to pay Plaintiffs and the other
9 class members all wages within any time permissible under California law, including, inter alia,
10 California Labor Code section 204.

11 58. During the relevant time period, Defendants failed to provide complete or
12 accurate wage statements to Plaintiff and the other class members.

13 59. During the relevant time period, Defendants failed to keep complete or accurate
14 payroll records for Plaintiff and the other class members.

15 60. During the relevant time period, Defendants failed to reimburse Plaintiff and the
16 other class members for all necessary business-related expenses and costs.

17 61. During the relevant time period, Defendants failed to properly compensate
18 Plaintiffs, the other class members, and the other aggrieved employees pursuant to California
19 law in order to increase Defendants' profits.

20 62. California Labor Code section 218 states that nothing in Article 1 of the Labor
21 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
22 to him [or her] under this article."

23 **FIRST CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 510 and 1198)**

25 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

26 63. Plaintiff Trinidad incorporates by reference the allegations contained in
27 Paragraphs 1 through 62, and each and every part thereof with the same force and effect as
28 though fully set forth herein.

64. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

65. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff Trinidad and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, or for the first eight (8) hours worked on the seventh day of work in a workweek.

66. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff Trinidad and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

67. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

68. During the relevant time period, Plaintiff Trinidad and the other class members worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or seven (7) consecutive days in a workweek.

69. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff Trinidad and the other class members.

70. Defendants’ failure to pay Plaintiff Trinidad and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

71. Pursuant to California Labor Code section 1194, Plaintiff Trinidad and the other

1 class members are entitled to recover unpaid overtime compensation, as well as interest, costs,
2 and attorneys' fees.

3
4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 226.7 and 512(a))**

6 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

7 72. Plaintiff Trinidad incorporates by reference the allegations contained in
8 paragraphs 1 through 71, and each and every part thereof with the same force and effect as though
9 fully set forth herein.

10 73. At all relevant times, the IWC Order and California Labor Code sections 226.7
11 and 512(a) were applicable to Plaintiff Trinidad's and the other class members' employment by
12 Defendants.

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

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

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

28 77. During the relevant time period, Plaintiff Trinidad and the other class members
who were scheduled to work for a period of time no longer than six (6) hours, and who did not

1 waive their legally-mandated meal periods by mutual consent, were required to work for periods
2 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
3 minutes and/or rest period.

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

8 79. During the relevant time period, Defendants intentionally and willfully required
9 Plaintiff Trinidad and the other class members to work during meal periods and failed to
10 compensate Plaintiff Trinidad and the other class members the full meal period premium for
11 work performed during meal periods.

12 80. During the relevant time period, Defendants failed to pay Plaintiff Trinidad and
13 the other class members the full meal period premium due pursuant to California Labor Code
14 section 226.7.

15 81. Defendants' conduct violates applicable IWC Wage Order and California Labor
16 Code sections 226.7 and 512(a).

17 82. Pursuant to applicable IWC Wage Order and California Labor Code section
18 226.7(b), Plaintiff Trinidad and the other class members are entitled to recover from Defendants
19 one additional hour of pay at the employee's regular rate of compensation for each workday that
20 the meal or rest period is not provided.

21 **THIRD CAUSE OF ACTION**

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

23 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

24 83. Plaintiff Trinidad incorporates by reference the allegations contained in
25 paragraphs 1 through 82, and each and every part thereof with the same force and effect as though
26 fully set forth herein.

27 84. At all times herein set forth, the applicable IWC Wage Order and California Labor
28 Code section 226.7 were applicable to Plaintiff Trinidad's and the other class members'

1 employment by Defendants.

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

5 86. At all relevant times, the applicable IWC Wage Order provides that “[e]very
6 employer shall authorize and permit all employees to take rest periods, which insofar as
7 practicable shall be in the middle of each work period” and that the “rest period time shall be
8 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
9 hours or major fraction thereof” unless the total daily work time is less than three and one-half
10 (3 ½) hours.

11 87. During the relevant time period, Defendants required Plaintiff Trinidad and other
12 class members to work four (4) or more hours without authorizing or permitting a ten (10) minute
13 rest period per each four (4) hour period worked. Defendants also required Plaintiff Trinidad and
14 other class members to remain on the premises during rest periods.

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

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

21 90. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 91. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(c), Plaintiff Trinidad and the other class members are entitled to recover from Defendants
25 one additional hour of pay at the employees’ regular hourly rate of compensation for each
26 workday that the rest period was not provided.

27 ///

28 ///

FOURTH CAUSE OF ACTION

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

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

92. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

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

94. During the relevant time period, Defendants failed to pay minimum wages and all compensation earned to Plaintiff Trinidad and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages also included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff Trinidad and the other class members worked off-the-clock performing work duties.

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

96. Pursuant to California Labor Code section 1197.1, Plaintiff Trinidad and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

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

///

FIFTH CAUSE OF ACTION

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

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

98. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

99. 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.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff Trinidad 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 Trinidad 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, all wages due (including and not limited to, wages for time worked off-the-clock to perform work duties) and for meal and rest period premium payments.

101. Defendants' failure to pay Plaintiff Trinidad 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.

102. 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.

103. Plaintiff Trinidad 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.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

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

105. 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.

106. 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.

107. 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.

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

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

///

///

///

///

SEVENTH CAUSE OF ACTION

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

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

110. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. 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.

112. Defendants have intentionally and willfully failed to provide Plaintiff Trinidad 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 Trinidad and the other class members.

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

114. More specifically, Plaintiff Trinidad and the other class members have been

1 injured by Defendants' intentional and willful violation of California Labor Code section 226(a)
2 because they were denied both their legal right to receive, and their protected interest in
3 receiving, accurate and itemized wage statements pursuant to California Labor Code section
4 226(a).

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

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

11 **EIGHTH CAUSE OF ACTION**

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

13 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

14 117. Plaintiff Trinidad incorporates by reference the allegations contained in
15 paragraphs 1 through 116, and each and every part thereof with the same force and effect as
16 though fully set forth herein.

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

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

27 120. As a result of Defendants' violation of California Labor Code section 1174(d),
28 Plaintiff Trinidad and the other class members have suffered injury and damage to their

1 statutorily-protected rights.

2 121. More specifically, Plaintiff Trinidad and the other class members have been
3 injured by Defendants' intentional and willful violation of California Labor Code section
4 1174(d) because they were denied both their legal right and protected interest, in having
5 available, accurate and complete payroll records pursuant to California Labor Code section
6 1174(d).

7 **NINTH CAUSE OF ACTION**

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

9 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

10 122. Plaintiff Trinidad incorporates by reference the allegations contained in
11 paragraphs 1 through 121, and each and every part thereof with the same force and effect as
12 though fully set forth herein.

13 123. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of their job duties or in direct consequence of their obedience to
16 the directions of the employer.

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

19 125. Defendants have intentionally and willfully failed to reimburse Plaintiff Trinidad
20 and the other class members for all necessary business-related expenses and costs including, but
21 not limited to, costs of using personal phones for business purposes, complying with dress code
22 requirements, and purchasing equipment necessary for work duties.

23 126. Plaintiff Trinidad and the other class members are entitled to recover from
24 Defendants their business-related expenses and costs incurred during the course and scope of
25 their employment, plus interest accrued from the date on which the employee incurred the
26 necessary expenditures at the same rate as judgments in civil actions in the State of California.

27 ///

28 ///

TENTH CAUSE OF ACTION

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

(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)

127. Plaintiff Trinidad incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff Trinidad, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff Trinidad seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

130. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff Trinidad and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff Trinidad and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202, 203, and 204. Defendants failure to provide compliant wage statements, maintain requisite payroll records, and reimburse business expenses, also violated California Labor Code sections 226(a), 551, 552, 1174(d), 2800, and 2802.

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

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

4 133. Pursuant to California Business & Professions Code section 17200, et seq.,
5 Plaintiff Trinidad and the other class members are entitled to restitution of the wages and other
6 monies wrongfully withheld and retained by Defendants pursuant to California Labor Code
7 sections 510 and 1198.

8 134. Pursuant to California Business & Professions Code section 17200, et seq.,
9 Plaintiff Trinidad and the other class members are entitled to restitution of the wages withheld
10 and retained by Defendants during a period that commences March 22, 2015; an award of
11 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
12 applicable laws; and an award of costs.

13 **ELEVENTH CAUSE OF ACTION**

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

15 **(Against GROUNDWORK COFFEE LLC and DOES 1 through 100)**

16 135. Plaintiff Asauluk incorporates by reference the allegations contained in
17 paragraphs 1 through 134, and each and every part thereof with the same force and effect as
18 though fully set forth herein.

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

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

28 ///

1 138. Plaintiff Asauljuk and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all
3 current or former employees of Defendants, and one or more of the alleged violations was
4 committed against them.

5 **Failure to Pay Overtime**

6 139. Defendants’ failure to pay legally required overtime wages to Plaintiff Asauljuk
7 and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful
8 or unfair activity prohibited by California Labor Code sections 510 and 1198.

9 **Failure to Provide Meal Periods**

10 140. Defendants’ failure to provide legally required meal periods to Plaintiff Asauljuk
11 and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful
12 or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

13 **Failure to Provide Rest Periods**

14 141. Defendants’ failure to provide legally required rest periods to Plaintiff Asauljuk
15 and the other aggrieved employees in violation of the Wage Orders and constitutes unlawful or
16 unfair activity prohibited by California Labor Code section 226.7.

17 **Failure to Pay Minimum Wages**

18 142. Defendants’ failure to pay legally required minimum wages to Plaintiff and the
19 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
20 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

21 **Failure to Timely Pay Wages Upon Termination**

22 143. Defendants’ failure to timely pay wages to Plaintiff Asauljuk and the other
23 aggrieved employees upon termination in accordance with Labor Code sections 201 and 202
24 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and
25 202.

26 **Failure to Timely Pay Wages During Employment**

27 144. Defendants’ failure to timely pay wages to Plaintiff Asauljuk and the other
28 aggrieved employees during employment in accordance with Labor Code section 204 constitutes

1 unlawful and/or unfair activity prohibited by California Labor Code section 204.

2
3 **Failure to Provide Compliant Wage Statements**

4 145. Defendants' failure to provide complete and accurate wage statements to Plaintiff
5 Asauljuk and the other aggrieved employees in accordance of Labor Code section 226(a)
6 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

7 **Failure to Keep Complete or Accurate Payroll Records**

8 146. Defendants' failure to keep complete or accurate payroll records relating to
9 Plaintiff Trinidad and the other aggrieved employees in accordance with California Labor Code
10 section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Business &
11 Labor Code section 1174(d).

12 **Failure to Reimburse Necessary Business Expenses**

13 147. Defendants' failure to reimburse Plaintiff Trinidad and the other aggrieved
14 employees for necessary business-related expenses and costs in violation of California Labor
15 Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
16 Labor Code sections 2800 and 2802.

17 148. Pursuant to California Labor Code section 2699, Plaintiff Asauljuk, individually,
18 and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants
19 and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
20 well as all penalties pursuant to PAGA against Defendants, and each of them, including but not
21 limited to:

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

- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code 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; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

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

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Trinidad, individually and on behalf of all other members of the general public similarly situated and Plaintiff Asauluk 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 Trinidad be appointed as the representative of the Class;

3. That counsel for Plaintiffs 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 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff Trinidad and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

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

As to the Second Cause of Action

10. 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 Trinidad and the other class members;

11. That the Court make an award to Plaintiff Trinidad 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;

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

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

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

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

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

3 **As to the Third Cause of Action**

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

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

10 19. For all actual, consequential, and incidental losses and damages, according to
11 proof;

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

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

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

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

17 23. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
19 Plaintiff Trinidad and the other class members;

20 24. For general unpaid wages and such general and special damages as may be
21 appropriate;

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; 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 the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff Trinidad and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

- 1 40. For actual, consequential and incidental losses and damages, according to proof;
2
3 41. For statutory penalties pursuant to California Labor Code section 226(e);
4
5 42. For injunctive relief to ensure compliance with this section, pursuant to California
6 Labor Code section 226(h); and
7
8 43. For such other and further relief as the Court may deem just and proper.

9 **As to the Eighth Cause of Action**

10 44. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
12 for Plaintiff Trinidad and the other class members as required by California Labor Code section
13 1174(d);

- 14 45. For actual, consequential and incidental losses and damages, according to proof;
15
16 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
17
18 47. For such other and further relief as the Court may deem just and proper.

19 **As to the Ninth Cause of Action**

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

- 24 49. For actual, consequential and incidental losses and damages, according to proof;
25
26 50. For the imposition of civil penalties and/or statutory penalties;
27
28 51. For reasonable attorneys' fees and costs of suit incurred herein; and
29
30 52. For such other and further relief as the Court may deem just and proper.

31 **As to the Tenth Cause of Action**

32 53. That the Court declare, adjudge and decree that Defendants violated California
33 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff Trinidad
34 and the other class members all overtime compensation due to them, failing to provide all meal
35 and rest periods to Plaintiff Trinidad and the other class members, failing to pay at least minimum
36 wages to Plaintiff Trinidad and the other class members, failing to pay Plaintiff Trinidad'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.

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

55. 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.;

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

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

58. For such other and further relief as the court may deem just and proper.

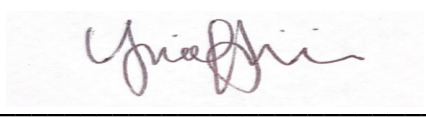
As to the Eleventh Cause of Action

59. For civil penalties and wages 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), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, as well as all applicable Industrial Welfare Commission Wage Orders, including without limitation, IWC Wage Order Nos. 4-2001, 5-2001, and 7-2001 and violations of any other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the conduct alleged;

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

Dated: October 17, 2023

LAWYERS for JUSTICE, PC

By: 

Yasmin Hosseini
Attorneys for Plaintiffs

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 November 10, 2023, I served the foregoing document(s) described as:

- **[PROPOSED] 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:

Al M. De La Cruz
Richard B. Mojica
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
800 S. Figueroa Street, 15th Floor
Los Angeles, California 90017

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

State of California, Labor & Workforce Development Agency

Web URL:

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

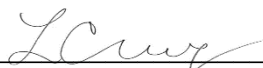
[X] BY ONLINE SUBMISSION

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 November 10, 2023, at Glendale, California.



Lindsey Crosby