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 behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMON JACKSON, individually, and on
 behalf of all others similarly situated

Plaintiff,

vs.

NISAMEX, LLC, a California limited liability
 company, d/b/a JERSEY MIKE'S SUBS; AB
 LILELU, LLC, a California limited liability
 company; LILELUGA, INC., a California
 Corporation; LILELU, LLC, a California limited
 liability company, and DOES 1 through 50,
 inclusive,

Defendants.

CASE NO.: **22STCV04336**

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

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1 to maintain required records, and interest, attorneys' fees, costs, and expenses.

2 5. PLAINTIFF brings this action on behalf of himself and the following similarly
3 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
4 employees of DEFENDANTS in the State of California at any time within the period
5 beginning four (4) years prior to the filing of this action and ending at the time this action
6 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to
7 name additional class representatives.

8 **DEFENDANTS**

9 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
10 NISAMEX, LLC, d/b/a JERSEY MIKE'S SUBS, is, and at all times relevant hereto was, a
11 California limited liability company. PLAINTIFF is further informed and believes, and thereon
12 alleges, that DEFENDANT NISAMEX, LLC, d/b/a JERSEY MIKE'S SUBS, is authorized to
13 conduct business in the State of California, and does conduct business in the State of California.
14 Specifically, DEFENDANT NISAMEX, LLC, d/b/a JERSEY MIKE'S SUBS, maintains offices
15 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the
16 County of Los Angeles, State of California.

17 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT AB
18 LILELU, LLC, is, and at all times relevant hereto was, a California limited liability company.
19 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT AB
20 LILELU, LLC, is authorized to conduct business in the State of California, and does conduct
21 business in the State of California. Specifically, DEFENDANT AB LILELU, LLC, maintains
22 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
23 in, the County of Los Angeles, State of California.

24 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
25 LILELUGA, INC., is, and at all times relevant hereto was, a California corporation. PLAINTIFF
26 is further informed and believes, and thereon alleges, that DEFENDANT LILELUGA, INC., is
27 authorized to conduct business in the State of California, and does conduct business in the State
28 of California. Specifically, DEFENDANT LILELUGA, INC., maintains offices and facilities and

1 conducts business in, and engages in illegal payroll practices or policies in, the County of Los
2 Angeles, State of California.

3 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
4 LILELU, LLC, is, and at all times relevant hereto was, a California limited liability company.
5 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT LILELU,
6 LLC, is authorized to conduct business in the State of California, and does conduct business in the
7 State of California. Specifically, DEFENDANT LILELU, LLC, maintains offices and facilities
8 and conducts business in, and engages in illegal payroll practices or policies in, the County of Los
9 Angeles, State of California.

10 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
15 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
16 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
17 when ascertained.

18 11. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
20 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
21 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
22 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
23 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
24 Defendant, and each was the alter ego of the other.

25 12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
26 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
27 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
28 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF

1 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
2 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
3 failing to properly maintain records; failing to provide accurate itemized statements for each pay
4 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
5 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
6 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

7 13. PLAINTIFF is informed and believes, and thereon allege, that each and every one
8 of the acts and omissions alleged herein were performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
10 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
11 and scope of said agency, employment and/or direction and control.

12 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
13 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
14 provision regulating minimum wages or hours and days of work in any order of the Industrial
15 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

16 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
17 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
18 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
19 Court.

20 **CLASS ACTION ALLEGATIONS**

21 16. This action is appropriately suited for a Class Action because:

22 a. The potential class is a significant number. Joinder of all current and
23 former employees individually would be impractical.

24 b. This action involves common questions of law and fact to the potential
25 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
26 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
27 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
28 business practices arising from such violations.

1 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
2 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
3 IWC wage order, and the Business and Professions Code.

4 d. PLAINTIFF is able to fairly and adequately protect the interests of all
5 members of the class because it is in his best interests to prosecute the claims alleged herein to
6 obtain full compensation due to them for all services rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Required Meal Periods**

9 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 16-2001, § 11]**

10 **(Against all DEFENDANTS)**

11 17. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in the foregoing paragraphs.

13 18. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
14 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
15 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
16 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
17 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
18 § 226.7, 512 and IWC Order No. 16-2001, § 11.

19 19. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
20 Order No. 16-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who
21 were not provided with a meal period, in accordance with the applicable wage order, one
22 additional hour of compensation at each employee's regular rate of pay for each workday that a
23 meal period was not provided.

24 20. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
25 1197, and IWC Wage Order No. 16-2001 by failing to compensate PLAINTIFF and CLASS
26 MEMBERS for all hours worked during their meal periods.

27 21. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Provide Required Rest Periods**

4 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 12]**

5 **(Against all DEFENDANTS)**

6 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 23. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
9 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
10 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
11 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 16-2001, § 12.

12 24. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
13 Order No. 16-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
14 provided with a rest period, in accordance with the applicable wage order, one additional hour of
15 compensation at each employee's regular rate of pay for each workday that a rest period was not
16 provided.

17 25. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
18 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
19 earned and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

23 **(Against all DEFENDANTS)**

24 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the foregoing paragraphs.

26 27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 16-
27 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
28 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all

1 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
2 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
3 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
4 on the seventh consecutive day of work in any workweek.

5 28. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 16-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
8 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
9 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
10 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
11 California Labor Code §§ 510, 1194, and IWC Wage Order No. 16-2001, § 3; requiring,
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
14 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
15 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
16 provide accurate itemized wage statements to PLAINTIFF for each pay period; and other
17 methods to be discovered.

18 29. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
21 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
24 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 30. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
26 1194, 1198 and IWC Wage Order No. 16-2001, § 3. Therefore, pursuant to California Labor
27 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
28 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover

1 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
2 fees, expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

5 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

6 **(Against all DEFENDANTS)**

7 31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

9 32. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 16-
10 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
11 worked in a payroll period is unlawful.

12 33. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
13 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
14 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
15 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
16 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
17 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
18 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
19 period; and other methods to be discovered.

20 34. DEFENDANTS' conduct described herein violates California Labor Code §§
21 1194, 1197, and IWC Wage Order No. 16-2001, § 4. As a proximate result of the aforementioned
22 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
23 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
24 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
25 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
26 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

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

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 36. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 37. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 40. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 16-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
10 writing showing each employee's gross wages earned, total hours worked, the number of piece-
11 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
12 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the
13 inclusive dates of the period for which the employee is paid, only the last four digits of the
14 employees social security number or an employee identification number other than a social
15 security number, and all applicable hourly rates in effect during each pay period and the
16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
17 § 226 and IWC Wage Order No. 16-2001, § 7.

18 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
20 statements in accordance with California Labor Code § 226(a).

21 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
27 California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 16-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 47. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
9 DEFENDANTS knowingly and intentionally failed to maintain records as required under
10 California Labor Code §§ 226, 1174, and IWC Wage Order No. 16-2001, § 7, including but not
11 limited to the following records: total daily hours worked by each employee; applicable rates of
12 pay; all deductions; meal periods; time records showing when each employee begins and ends
13 each work period; and accurate itemized statements.

14 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
15 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
16 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
17 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
18 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
19 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
20 provided in California Labor Code § 226(e), as well as other available remedies.

21 **EIGHTH CAUSE OF ACTION**

22 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**

23 **Duties**

24 **[Cal. Labor Code § 2802]**

25 **(Against all DEFENDANTS)**

26 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in the foregoing paragraphs.

28 50. California Labor Code § 2802(a) requires an employer to indemnify an employee

1 for all necessary expenditures or losses incurred by the employee in direct consequence of the
2 discharge of his or her duties, or of his or her obedience to the directions of the employer.

3 51. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
4 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
5 in direct consequence of the discharge of their duties while working under the direction of
6 DEFENDANTS, including but not limited to expenses for uniforms, personal protective
7 equipment, mileage, cell phone usage, and other employment-related expenses, in violation of
8 California Labor Code § 2802.

9 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
11 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
12 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
13 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
14 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
15 available remedies.

16 **NINTH CAUSE OF ACTION**

17 **Unfair and Unlawful Business Practices**

18 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

19 **(Against all DEFENDANTS)**

20 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 54. Each and every one of DEFENDANTS' acts and omissions in violation of the
23 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
24 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
25 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
26 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
27 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
28 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;

1 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
2 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
3 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
4 under California Business and Professions Code § 17200 et seq.

5 55. DEFENDANTS' violations of California wage and hour laws constitute a business
6 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
7 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
8 CLASS MEMBERS.

9 56. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
10 rest periods, and other benefits as required by the California Labor Code, the California Code of
11 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
12 record, report, and pay the correct sums of assessment to the state authorities under the California
13 Labor Code and other applicable regulations.

14 57. As a result of DEFENDANTS' unfair and unlawful business practices,
15 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
16 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
17 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
18 MEMBERS.

19 58. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
20 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
21 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
22 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
23 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
24 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
25 jurisdiction of this Court.

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1 **TENTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Labor Code §§ 2698–2699.5]**

4 **(Against All DEFENDANTS)**

5 59. PLAINTIFF incorporates herein by specific reference as though fully set forth the
6 allegations in all preceding paragraphs, with exception of the allegations in paragraph 16 and the
7 subparagraphs thereto.

8 60. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
9 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
10 current and former employees of DEFENDANTS pursuant to the procedures specified in
11 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
12 by DEFENDANTS and the alleged violations of the California Labor Code were committed
13 against PLAINTIFF and CLASS MEMBERS.

14 61. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
15 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
16 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
17 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 16-2001, § 20, from DEFENDANTS in a
18 representative action for the violations set forth above, including but not limited to violations of
19 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
20 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
21 fees and costs pursuant to California Labor Code § 2699(g)(1).

22 62. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
23 November 29, 2021 by online filing to the California Labor and Workforce Development Agency
24 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
25 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
26 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
27 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

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63. Therefore, PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

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

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 16-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

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1 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
2 counsel as class counsel; and

3 13. For such further relief that the Court may deem just and proper.

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5 DATED: February 3, 2022

Respectfully submitted,

6 MATERN LAW GROUP, PC

7
8 By: 
9 _____
10 MATTHEW J. MATERN
11 MATTHEW W. GORDON
12 VANESSA M. RODRIGUEZ
13 Attorneys for Plaintiff
14 JAMON JACKSON, individually, and on
15 behalf of all others similarly situated

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DATED: February 3, 2022

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