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6 Attorneys for Plaintiffs, KIMBERLY N. FEDERICS and
 7 CHELSEA WOODS on behalf of themselves
 and all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES**

10 KIMBERLY N. FEDERICS and
 11 CHELSEA WOODS on behalf of themselves
 and all others similarly situated and aggrieved,

12
 13 Plaintiffs,

14 v.

15 THE HWOOD GROUP, LLC, a Delaware
 16 limited liability company; SUNSET HOTEL
 F&B, LLC, a California limited liability
 17 company; DBDJ, LLC, a Delaware limited
 liability company; 755 TACOS, LLC, a
 18 California limited liability company; WEST
 BEVERLY GROUP LLC, a Delaware limited
 19 liability company; COSMO
 ENTERTAINMENT, LLC, a California
 20 limited liability company; and DOES 1
 through 100, inclusive,

21
 22 Defendants.

CASE NO.: 21STCV44105

[Assigned for all purposes to the Hon. Carolyn
 Kuhl in Dept. 12]

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION;
10. CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 COME NOW plaintiffs KIMBERLY N. FEDERICS and CHELSEA WOODS (collectively
2 “Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved, and allege as
3 follows:

4 **GENERAL ALLEGATIONS**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against THE
7 HWOOD GROUP, LLC (“HWOOD”); SUNSET HOTEL F&B, LLC, (“SUNSET”); DBDJ, LLC
8 (“DBDJ”); 755 TACOS, LLC (“TACOS”); WEST BEVERLY GROUP LLC (“BEVELRY”);
9 COSMO ENTERTAINMENT, LLC (“COSMO”); and any of their respective subsidiaries or
10 affiliated companies within the State of California (collectively with DOES 1 through 100, as further
11 defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt
12 California employees employed by or formerly employed by Defendants (“Class Members”).

13 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
14 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
15 and any of their respective subsidiaries or affiliated companies within the State of California, as a
16 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
17 behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working
18 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
19 for violations of the Labor Code, including but not limited to, failure to comply with Labor Code
20 section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*,
21 Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty
22 Period (collectively, “Aggrieved Employees”).

23 **PARTIES**

24 **A. Plaintiffs**

25 3. Plaintiff KIMBERLY N. FEDERICS is a resident of the State of California. At all
26 relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants
27 employed Plaintiff KIMBERLY N. FEDERICS as a non-exempt employee, with duties that
28 included, but were not limited to, greeting and serving patrons, cleaning, and closing. Plaintiff is

1 informed and believes, and based thereon alleges that Plaintiff KIMBERLY N. FEDERICS worked
2 for Defendants from approximately January of 2019 through approximately November of 2020.

3 4. Plaintiff CHELSEA WOODS is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
5 Plaintiff CHELSEA WOODS as a non-exempt employee, with duties that included, but were not
6 limited to, serving cocktails and food. Plaintiff is informed and believes, and based thereon alleges
7 that Plaintiff CHELSEA WOODS worked for Defendants from approximately February of 2021
8 through approximately October of 2021.

9 **B. Defendants**

10 5. Plaintiffs are informed and believe and based thereon allege that defendant HWOOD
11 is, and at all times relevant hereto was, a limited liability company organized and existing under and
12 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
13 State of California.

14 6. Plaintiffs are informed and believe and based thereon allege that defendant SUNSET
15 is, and at all times relevant hereto was, a limited liability company organized and existing under and
16 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
17 State of California.

18 7. Plaintiffs are informed and believe and based thereon allege that defendant DBDJ is,
19 and at all times relevant hereto was, a limited liability company organized and existing under and
20 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
21 State of California.

22 8. Plaintiffs are informed and believe and based thereon allege that defendant TACOS
23 is, and at all times relevant hereto was, a limited liability company organized and existing under and
24 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
25 State of California.

26 9. Plaintiffs are informed and believe and based thereon allege that defendant
27 BEVELRY is, and at all times relevant hereto was, a limited liability company organized and
28 existing under and by virtue of the laws of the State of Delaware and doing business in the County

1 of Los Angeles, State of California.

2 10. Plaintiffs are informed and believe and based thereon allege that defendant COSMO
3 is, and at all times relevant hereto was, a limited liability company organized and existing under and
4 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
5 State of California.

6 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this First Amended Complaint to reflect the true names
12 and capacities of the defendants designated hereinafter as DOES when such identities become
13 known. Plaintiffs are informed and believe and based thereon allege, that each defendant acted in
14 all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
15 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
16 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
17 "Defendants," it shall include HWOOD, SUNSET, DBDJ, TACOS, BEVERLY, COSMO, and any
18 of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES
19 1 through 100 identified herein.

20 **JOINT LIABILITY ALLEGATIONS**

21 12. Plaintiffs are informed and believe and based thereon allege that all the times
22 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
23 representative, joint venture or co-conspirator of each of the other defendants, either actually or
24 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
25 employment, joint venture, and conspiracy.

26 13. All of the acts and conduct described herein of each and every corporate defendant
27 was duly authorized, ordered, and directed by the respective and collective defendant corporate
28 employers, and the officers and management-level employees of said corporate employers. In

1 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
2 their said employees, agents, and representatives, and each of them; and upon completion of the
3 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
4 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
5 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

7 14. As a result of the aforementioned facts, Plaintiffs are informed and believe and based
8 thereon allege that Defendants, and each of them, are joint employers.

9 **JURISDICTION**

10 15. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
11 of Civil Procedure section 410.10.

12 16. Venue is proper in Los Angeles County, California pursuant to Code of Civil
13 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
14 causes of action complained of herein arose; the county in which the employment relationship
15 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
16 and Defendants was due to be performed; the county in which the employment contract, or part of
17 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
18 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
19 and Class Members in Los Angeles County, and because Defendants employ numerous Class
20 Members in Los Angeles County.

21 17. Plaintiffs are each an “aggrieved employee” under PAGA, as they were employed
22 by Defendants during the applicable statutory period and suffered one or more of the Labor Code
23 violations set forth herein. Accordingly, Plaintiffs seek to recover, on behalf of themselves and all
24 other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA
25 plus reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under *ZB N.A. v.*
26 *Superior Court* (2019) 8 Cal.5th 175.

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1 18. Plaintiffs seek to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
3 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
4 allegations described herein is not required.

5 19. During the period beginning one (1) year preceding the provision of notice to the
6 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
7 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432,
8 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.

9 20. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
10 such as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees
11 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
12 specified in Labor Code section 2699.3.

13 21. On or around December 3, 2021, Plaintiffs provided written notice under Labor Code
14 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
15 of various, including the herein-described, provisions of the Labor Code, to the Labor and
16 Workforce Development Agency (“LWDA”), as well as by certified mail, with return receipt
17 requested to Defendants, and each of them.

18 22. On or around January 31, 2022, Plaintiffs provide an amended written notice under
19 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
20 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to
21 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
22 them.

23 23. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
24 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
25 calendar days of the January 31, 2022 postmarked date of the herein-described amended notice sent
26 by Plaintiffs to the LWDA and Defendants.

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FACTUAL BACKGROUND

24. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for minutes worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

25. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

26. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

27. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.

28. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the

1 full amount of their wages owed to them upon termination and/or resignation as required by Labor
2 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
3 minimum wages, and premium wages.

4 29. For at least one (1) year prior to the filing of this Action and continuing to the present,
5 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
6 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
7 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
8 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
9 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
10 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
11 wages earned, as well as gross and net wages paid.

12 30. For at least one (1) year prior to the filing of this action and continuing to the present,
13 Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full
14 amount of their wages for labor performed in a timely fashion as required under Labor Code section
15 204.

16 31. For at least three (3) years prior to the filing of this action and continuing to the
17 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
18 costs incurred in purchasing mandatory work uniforms; laundering mandatory work uniforms; and
19 using cellular phones for work-related purposes.

20 32. Defendants have failed, during the relevant liability periods, to comply with Labor
21 Code section 226, subdivision (c) by failing to, upon written request to inspect or receive copies of
22 records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or former
23 employee, complying with the request within 21 days from the date thereof, in connection with
24 Plaintiffs and all others similarly situated.

25 33. Defendants have failed to comply, during the relevant liability periods, with Labor
26 Code section 1198.5 by failing to make the contents of personnel records that the employer
27 maintains relating to the employee's performance or to any grievance concerning the employee
28

1 available for inspection within 30 calendar days from the date of a written request, as required by
2 Labor Code section 1198.5.

3 34. Plaintiffs and all other similarly situated employees or former employees at all times
4 pertinent hereto were not exempt from minimum wage requirements, overtime wage requirements,
5 provision of meal breaks or compensation in lieu thereof, provision of rest breaks or compensation
6 in lieu thereof, provision of being paid all wages before resignation or termination, provision of
7 receiving accurate, itemized wage statements, permitting inspection of documents requested by
8 employees under Labor Code sections 226 and 1198.5, and other such provisions of California law,
9 and the implementing rules and regulations of the IWC California Wage Orders.

10 35. At all relevant times mentioned herein, Defendants have had a policy or practice of
11 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
12 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
13 Employees with the rates of pay and overtime rates of pay applicable to their employment;
14 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
15 name, address, and telephone number of the workers' compensation insurance carrier; information
16 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
17 under Labor Code section 2810.5.

18 36. Plaintiffs, in their representative capacity, seek civil penalties under Labor Code
19 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
20 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
21 Employees pursuant to PAGA.

22 37. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
23 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
24 510, 512, 1194, 1194.2, 1197, 2802, 2810.3, and California Code of Regulations, Title 8, section
25 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
26 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure
27 to indemnify work-related expenses, other such provisions of California law, and reasonable
28 attorneys' fees and costs.

38. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution of amounts owed.

CLASS ACTION ALLEGATIONS

39. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

40. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

41. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

42. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiffs are informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

43. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

/ / /

1 **B. Commonality**

2 44. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all
5 minutes worked at a proper overtime rate of pay?
- 6 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
7 for all other time worked at the employee's regular rate of pay and a rate of pay that
8 is greater than the applicable minimum wage?
- 9 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
10 Class Members to take compliant meal periods?
- 11 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed or interrupted meal periods?
- 13 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
14 Class Members to take compliant rest periods?
- 15 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed rest periods?
- 17 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
18 Members upon termination or resignation all wages earned?
- 19 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
20 section 203?
- 21 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
22 Class Members with accurate wage statements?
- 23 J. Did Defendants fail to pay Class Members in a timely fashion as required under
24 Labor Code section 204?
- 25 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
26 losses incurred in direct consequence of the discharge of their duties or by obedience
27 to the directions of Defendants as required under Labor Code section 2802?

28 / / /

1 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
2 section 17200, *et seq.*, by their unlawful practices as alleged herein?

3 M. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 N. Are Class Members entitled to costs and attorneys' fees?

6 O. Are Class Members entitled to interest?

7 **C. Typicality**

8 45. The claims of Plaintiffs herein alleged are typical of those claims which could be
9 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
10 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
11 damages arising out of and caused by Defendants' common course of conduct in violation of laws
12 and regulations that have the force and effect of law and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 46. Plaintiffs will fairly and adequately represent and protect the interest of Class
15 Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and
16 hour class actions.

17 **E. Superiority of Class Action**

18 47. A class action is superior to other available means for the fair and efficient
19 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
20 questions of law and fact common to Class Members predominate over any questions affecting only
21 individual Class Members. Class Members, as further described therein, have been damaged and
22 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
23 violation of the Labor Code at times, as set out herein.

24 48. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware
26 of any difficulties that are likely to be encountered in the management of this action that would
27 preclude its maintenance as a class action.

28 / / /

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 49. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 50. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 51. At all times relevant to this First Amended Complaint, Labor Code section 510 was
9 in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of
10 eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be
11 compensated at the rate of no less than one and one-half times the regular rate of pay for an
12 employee.”

13 52. At all times relevant to this First Amended Complaint, Labor Code section 510
14 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate
15 of no less than twice the regular rate of pay for an employee. In addition, any work in excess of
16 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
17 the regular rate of pay.”

18 53. Four (4) years prior to the filing of the Complaint in this Action through the present,
19 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
20 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
21 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
22 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
23 actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

24 54. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
25 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
26 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
27 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
28 applicable IWC Wage Orders, and California law.

55. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

56. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

57. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

58. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all minutes worked or otherwise under Defendants' control.

59. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

60. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

61. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 63. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

3 64. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
4 employ an employee for a work period of more than five (5) hours without a timely meal break of
5 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
6 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
7 per day without providing the employee with a second timely meal period of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties.

9 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
10 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
11 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
12 of compensation for each workday that the meal period is not provided.

13 66. For four (4) years prior to the filing of the Complaint in this Action through the
14 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
15 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
16 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
17 at the Class Member's regular rate of compensation on the occasions that Class Members were not
18 provided compliant meal periods.

19 67. By their failure to provide Plaintiffs and Class Members compliant meal periods as
20 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
21 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
22 violated the provisions of Labor Code section 512 and applicable Wage Orders.

23 68. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

26 69. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FOURTH CAUSE OF ACTION**

3 **(Failure to Provide Rest Periods – Against All Defendants)**

4 70. Plaintiffs realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth hereat.

6 71. At all relevant times, Plaintiffs and Class Members were employees or former
7 employees of Defendants covered by applicable Wage Orders.

8 72. California law and applicable Wage Orders require that employers “authorize and
9 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
10 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
11 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
12 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
13 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
14 thirty (30) minutes of paid rest period.

15 73. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
16 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
18 regular rate of compensation for each work day that the rest period is not provided.

19 74. For four (4) years prior to the filing of the Complaint in this Action through the
20 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
21 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
22 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
23 Member’s regular rate of compensation on the occasions that Class Members were not authorized
24 or permitted to take compliant rest periods.

25 75. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
26 take rest periods contemplated by California law, and one (1) additional hour of pay at the
27 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
28 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage

1 Orders.

2 76. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
4 owed for rest periods that they were not authorized or permitted to take.

5 77. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
6 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
7 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
8 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

9 **FIFTH CAUSE OF ACTION**

10 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

11 78. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 79. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
15 Wage Orders.

16 80. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
17 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
18 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
19 discharge immediately upon termination. Class Members who resigned were entitled to payment
20 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
21 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
22 unpaid at the time of resignation.

23 81. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
24 years before the filing of the Complaint in this Action through the present, Defendants, due to the
25 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
26 Members all wages earned prior to resignation or termination in accordance with Labor Code
27 sections 201 or 202.

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82. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

83. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

84. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

85. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

86. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

87. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

88. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

1 89. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
5 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
6 all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
8 other things.

9 90. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
10 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
11 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
12 provided wage statements that Defendants knew were not accurate.

13 91. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
14 suffered injury. The absence of accurate information on Class Members' wage statements at times
15 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
16 mathematical computations to determine the amount of wages owed; causes difficulty and expense
17 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
18 about wages and amounts deducted from wages to state and federal governmental agencies, among
19 other things.

20 92. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
21 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
22 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
23 pay period, not to exceed an aggregate \$4,000.00 per employee.

24 93. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
25 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
26 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
27 attorneys' fees, and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

3 94. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
4 incorporate each by reference as though fully set forth hereat.

5 95. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

7 96. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
9 during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
11 month.”

12 97. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 98. Plaintiffs are informed and believe and based thereon allege, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants employed policies
21 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
22 Labor Code section 204.

23 99. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
24 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
26 for each subsequent violation in connection with each payment that was made in violation of Labor
27 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

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1 100. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
2 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
3 penalties, interest, and their costs of suit, as well.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of Labor Code § 2802 – Against All Defendants)**

6 101. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 102. At all relevant times, Plaintiffs and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

10 103. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties . . .”

13 104. For three (3) years prior to the filing of the Complaint in this Action through the
14 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
15 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
16 obedience to the directions of Defendants that included, without limitation: purchasing mandatory
17 work uniforms; laundering mandatory work uniforms; and using cellular phones for work-related
18 purposes.

19 105. During that time period, Plaintiffs are informed and believe and based thereon allege
20 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
21 Class Members for those losses and/or expenditures.

22 106. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
23 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
24 herein-described losses and/or expenditures.

25 107. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
27 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
28 costs of suit.

1 **NINTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 108. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 109. Plaintiffs are informed and believe and based thereon allege that the unlawful
6 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
7 and Professions Code section 17200. Due to their unlawful business practices in violation of the
8 Labor Code, Defendants have gained a competitive advantage over other comparable companies
9 doing business in the State of California that comply with their obligations to compensate employees
10 in accordance with the Labor Code.

11 110. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
12 Members have suffered injury in fact and lost money or property.

13 111. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
14 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
15 Code and requiring the establishment of appropriate and effective means to prevent further
16 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
17 including interest thereon, in which they had a property interest and which Defendants nevertheless
18 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
19 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
20 by their failure to comply with the Labor Code.

21 112. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
22 Procedure section 1032 and interest under Civil Code section 3287.

23 **TENTH CAUSE OF ACTION**

24 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

25 113. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

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115. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

116. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

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117. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

1 118. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
2 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
3 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
4 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
5 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

6 119. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
7 this section are in addition to any other penalty provided by law.”

8 120. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
9 and have a policy or practice of failing to furnish non-exempt employees, including, without
10 limitation, Plaintiffs, itemized wage statements that accurately reflect: reflect gross wages earned;
11 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
12 the corresponding number of hours worked at each hourly rate; and other such information as
13 required by Labor Code section 226, subdivision (a).

14 121. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
15 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
16 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
17 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
18 period for each subsequent violation.

19 Violation of Labor Code § 558

20 122. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
21 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
22 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
23 penalty as follows:

24 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
25 for each pay period for which the employee was underpaid in addition to an amount sufficient to
26 recover underpaid wages;

27 (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages;

2 (3) Wages recovered pursuant to this section shall be paid to the affected
3 employee.

4 123. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
5 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
6 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
7 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
8 regular payday designated by Employer, the name of the employer, including any “doing business
9 as” names used, the name, address and telephone number of the workers’ compensation insurance
10 carrier, information regarding paid sick leave, and other pertinent information.

11 124. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
13 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
14 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
15 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

16 Violation of Labor Code § 1174.5

17 125. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
18 every person employing labor in California to “[a]llow any member of the commission or the
19 employees of the Division of Labor Standards Enforcement free access to the place of business or
20 employment of the person to secure any information or make any investigation that they are
21 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
22 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
23 or papers of the person.”

24 126. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
25 every person employing labor in California to “[k]eep a record showing the names and addresses of
26 all employees employed and the ages of all minors.”

27 127. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
28 every person employing labor in California to “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
3 piece rate paid to, employees employed at the respective plants or establishments. These records
4 shall be kept in accordance with rules established for this purpose by the commission, but in any
5 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
6 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
7 earned.”

8 128. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
9 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
10 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
11 member of the commission or employees of the division to inspect records pursuant to subdivision
12 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

13 129. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
14 willfully failed keep adequate or accurate time records including wage statements and similar
15 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
16 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
17 under Labor Code section 1174.

18 130. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
21 hundred dollars (\$500) per violation per Aggrieved Employee.

22 Violation of Labor Code § 1197.1

23 131. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or
24 other person acting either individually or as an officer, agent, or employee of another person, who
25 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
26 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of
27 wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant
28 to Section 203 as follows:

1 A. For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
3 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
4 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 B. For each subsequent violation for the same specific offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
7 regardless of whether the initial violation is intentionally committed. This amount shall be in
8 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
11 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

12 132. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
13 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
14 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ to pay
15 minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual
16 and liquidated damages.

17 133. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
20 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
21 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
22 subsequent violation.

23 Civil Penalties Under Labor Code § 2699

24 134. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
25 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
26 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
27 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of himself or herself and other current or former

1 employees pursuant to the procedures specified in Labor Code section 2699.3.

2 135. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
3 Code except those for which a civil penalty is specifically provided, the established civil penalty for
4 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
5 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
6 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
7 employee per pay period for each subsequent violation.

8 136. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
9 each of them, violated the Labor Code sections described herein, including, without limitation, for
10 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
11 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
12 name of the employer, including any “doing business as” names used, the name, address and
13 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
14 leave, and other pertinent information required to be disclosed by Employer under Labor Code
15 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
16 sick leave required to be provided pursuant to California and local laws.

17 137. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
18 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
19 connection with their herein-described claims for civil penalties.

20 **DEMAND FOR JURY TRIAL**

21 138. Plaintiffs demands a trial by jury on all causes of action contained herein.

22 **PRAYER**

23 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
24 against Defendants as follows:

- 25 A. An order certifying this case as a Class Action;
26 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
27 counsel as class counsel;

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- 1 C. Damages for all wages earned and owed, including minimum and overtime wages,
2 under Labor Code sections 510, 1194, 1197 and 1199;
3 D. Liquidated damages pursuant to Labor Code sections 1194.2;
4 E. Damages for unpaid premium wages from missed meal and rest periods under,
5 among other Labor Code sections, 512 and 226.7;
6 F. Penalties for inaccurate wage statements under Labor Code section 226,
7 subdivision (e);
8 G. Waiting time penalties under Labor Code section 203;
9 H. Penalties to timely pay wages under Labor Code section 210;
10 I. Damages under Labor Code sections 2802;
11 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
12 1174.5, 1197.1, and 2699;
13 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
14 210, 226.3, 558, 1174.5, 1197.1, and 2699;
15 L. Preliminary and permanent injunctions prohibiting Defendants from further
16 violating the California Labor Code and requiring the establishment of appropriate
17 and effective means to prevent future violations;
18 M. Restitution of wages and benefits due which were acquired by means of any unfair
19 business practice, according to proof;

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- 1 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
2 O. For attorneys' fees in prosecuting this action;
3 P. For costs of suit incurred herein; and
4 Q. For such other and further relief as the Court deems just and proper.
5

6 Dated: May 2, 2022

BIBIYAN LAW GROUP, P.C.

7
8
9 BY: 

JOSHUA SHIRIAN

DAVID D. BIBIYAN

10 Attorneys for Plaintiff KIMBERLY N.
11 FEDERICS and CHELSEA WOODS on
12 behalf of themselves and all others similarly
13 situated and aggrieved
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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 eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On May 2, 2022, I caused a true and correct copy of the following document(s) described as: **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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

Executed on May 2, 2022 at Beverly Hills, California.

/s/ Emanuel Munquia

Emanuel Munquia