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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

SALVADOR VILLANUEVA and MARCO
PEREZ, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

LA ROSA TORTILLA FACTORY, INC., a
California corporation, and DOES 1 through 10,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
5/16/2024 2:44 PM
Clerk of the Court by Deputy,
Karen Broughton



Case No.: 22CV00226

*[Assigned for all purposes to Judge Timothy
Volkman, Dept. 5]*

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 204b, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);

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6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unlawful Deductions (Cal. Lab. Code 221);
9. Paid Sick Leave and Paid COVID Supplemental Sick Leave Violations (Cal. Lab. Code §§246, 248.2, 248.6);
10. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
11. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiffs Salvador Villanueva and Marco Perez (“Plaintiffs”), based upon facts that either
2 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
3 for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant LA ROSA TORTILLA FACTORY,
6 INC., and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for
8 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
10 accurate wage statements, failure to indemnify employees for expenditures, unlawful deductions,
11 and violations of California sick leave and COVID-19 supplemental sick leave laws.

12 2. Plaintiffs bring the First through Tenth Causes of Action individually and as a class
13 action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Eleventh Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiffs, the State of California, and past and present non-exempt employees by Defendants in
21 the State of California during the statute of limitations period for his PAGA claim (hereinafter
22 referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including but not limited to locations in Madera,
25 County of Madera, and Watsonville, County of Santa Cruz, where the principal place of Defendant
26 LA ROSA TORTILLA FACTORY, INC.’s business is located.

27 5. As such, and based upon all the facts and circumstances incident to Defendants’
28 business in California, Defendants are subject to the California Labor Code, Wage Orders issued

1 by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

2 6. Despite these requirements, throughout the statutory period, Defendants maintained
3 a systematic, company-wide policy and practice of:

4 (a) Failing to pay employees for all hours worked, including all minimum,
5 straight time, and overtime in compliance with the California Labor Code
6 and IWC Wage Orders;

7 (b) Failing to provide employees with timely and duty-free meal periods in
8 compliance with the California Labor Code and IWC Wage Orders, failing
9 to maintain accurate records of all meal periods taken or missed, and failing
10 to pay an additional hour’s pay for each workday a meal period violation
11 occurred;

12 (c) Failing to authorize and permit employees to take timely and duty-free rest
13 and recovery periods in compliance with the California Labor Code and IWC
14 Wage Orders, and failing to pay an additional hour’s pay for each workday
15 a rest period violation occurred;

16 (d) Willfully failing to pay employees all minimum, straight time, overtime,
17 meal period premium, and rest and recovery period premium wages due
18 within the time period specified by California law when employment
19 terminates;

20 (e) Failing to provide employees with accurate, itemized wage statements
21 containing all the information required by the California Labor Code and
22 IWC Wage Orders;

23 (f) Failing to indemnify employees for expenditures incurred in direct discharge
24 of duties of employment;

25 (g) Unlawfully deducting employees’ wages; and,

26 (h) Committing violations of laws governing the provision of paid sick leave
27 and/or COVID-19 supplemental sick leave;

28 7. On information and belief, Defendants, and each of them were on actual and

constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

9. Plaintiff Salvador Villanueva is a resident of the County of Merced, California who worked for Defendants in Defendant's factory located in the City of Madera, County of Madera, California as an hourly-paid, non-exempt employee from approximately September 2020 to approximately April of 2021.

10. Plaintiff Marco Perez is a California resident who worked for Defendants as an hourly-paid, non-exempt employee from approximately April 28, 2014 to approximately December 22, 2022.

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

B. Defendants

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant LA ROSA TORTILLA FACTORY, INC. is, and at all times herein mentioned, were:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in the County of Santa Cruz; and,

(b) The former employers of Plaintiffs, the current and/or former employers of

1 the putative Class, and the current and/or former employers of the Aggrieved
2 Employees, because Defendant LA ROSA TORTILLA FACTORY, INC.
3 suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees
4 to work, and/or controlled their wages, hours, or working conditions.

5 13. Plaintiffs do not know the true names or capacities of the persons or entities sued
6 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each
7 of the Doe Defendants was in some manner legally responsible for the damages suffered by
8 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
9 complaint to set forth the true names and capacities of these Defendants when they have been
10 ascertained, together with appropriate charging allegations, as may be necessary.

11 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
12 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
13 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
14 of California.

15 15. Plaintiffs are informed and believe and thereon allege that at all relevant times each
16 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
17 other employees described in the class definitions below, and the Aggrieved Employees, and
18 exercised control over their wages, hours, and working conditions. Plaintiffs are informed and
19 believe and thereon allege that, at all relevant times, each Defendant was the principal, agent,
20 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
21 corporation, successor in interest and/or predecessor in interest of some or all of the other
22 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
23 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
24 for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and
25 thereon allege that each Defendant acted pursuant to and within the scope of the relationships
26 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
27 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. Plaintiff Salvador Villanueva worked for Defendants in Madera, California as an hourly-paid, non-exempt employee from approximately September 2020 to approximately April 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work about six days in a workweek and at least eight (8) hours per day, with shifts often over ten (10) hours, and sometimes over twelve (12) hours. Plaintiff typically worked more than forty (40) hours in a workweek.

17. Plaintiff Marco Perez is a California resident who worked for Defendants in the State of California during the statutory period. During the statutory period, Plaintiff Marco Perez was typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

18. Throughout Plaintiffs', the Class', and the Aggrieved Employees' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs, the Class and the Aggrieved Employees with legally compliant meal periods, failed to authorize and permit Plaintiffs, the Class and the Aggrieved Employees to take rest and recovery periods, failed to timely pay all regular and final wages to Plaintiffs, the Class and the Aggrieved Employees when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, the Class and the Aggrieved Employees, failed to indemnify Plaintiffs, the Class and the Aggrieved Employees for expenditures, unlawfully deducted from Plaintiffs, the Class' and Aggrieved Employees' wages, and committed violations with respect to laws governing the provision of paid sick leave and COVID-19 supplemental sick leave. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants would routinely manufacture time keeping records to falsely show that Plaintiffs, the Class, and the Aggrieved Employees didn't

1 work overtime when in fact they worked “off-the-clock,” uncompensated. The effect is that
2 Plaintiffs, the Class, and the Aggrieved Employees routinely continued to work “off-the-clock,”
3 after they had clocked out for the workday. Defendants frequently paid Plaintiffs, the Class, and
4 the Aggrieved Employees less than all their work time. Much of this unpaid work should have
5 been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to
6 maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

7 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
8 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
9 regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in
10 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
11 meal period for every five hours of work, or without compensating Plaintiffs, the Class, and the
12 Aggrieved Employees for all missed meal periods that were not provided by the end of the fifth
13 hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs,
14 the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
15 work tasks which could not be completed without working in lieu of taking mandatory meal
16 periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a
17 meal period. Defendants also never permitted Plaintiffs to take a second meal period when
18 Plaintiffs worked at least ten hours of work in a workday. Accordingly, Defendants’ policy and
19 practice was not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in
20 compliance with California law. When they committed such violations, Defendants failed to pay
21 meal period premiums pursuant to Labor Code §226.7 or, when they did, failed to pay those
22 premiums at the correct rate of pay.

23 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
24 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest and
25 recovery periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved
26 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
27 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
28 work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the

1 Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants
2 continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring,
3 pressuring, or encouraging them to perform work tasks which could not be completed without
4 working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the
5 Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and
6 practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take
7 rest periods in compliance with California law. When they committed such violations, Defendants
8 failed to pay rest and/or recovery period premiums pursuant to Labor Code §226.7 or, when they
9 did, failed to pay those premiums at the correct rate of pay.

10 22. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiffs, the Class, and the Aggrieved Employees all regular and final wages due at their
12 termination of employment. In addition, Plaintiffs', the Class', and the Aggrieved Employees'
13 regular and final paychecks did not include payment for all expenditures, minimum wages, straight
14 time wages, overtime wages, meal period premium wages, and rest period premium wages owed
15 to them by Defendants at the conclusion of their employment. On information and belief,
16 Defendants' failure to timely pay Plaintiffs', the Class,' and the Aggrieved Employees' regular
17 and final wages when their employment terminated was not a single, isolated incident, but was
18 instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the
19 Aggrieved Employees.

20 23. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
21 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
22 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
23 for meal periods that were not provided in accordance with California law, and correct wages for
24 rest periods that were not authorized and permitted to take in accordance with California law). As
25 a result of these violations of California Labor Code § 226(a), Plaintiffs, the Class, and the
26 Aggrieved Employees suffered injury because, among other things:

- 27 (a) the violations led them to believe that they were not entitled to be paid
28 minimum, straight time, overtime, meal period premium, and rest period

premium wages, even though they were entitled;

- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiffs,

the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses, work supplies, and work attires.

25. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related expenses.

26. Throughout the statutory period, Defendants wrongfully deducted Plaintiffs', the Class', and Aggrieved Employees' wages.

27. Throughout the statutory period, Defendants violated Plaintiffs', the Class', and Aggrieved Employees' rights with respect to laws governing the provision of paid sick leave and/or COVID-19 supplemental paid sick leave.

CLASS ACTION ALLEGATIONS

28. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

29. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

30. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

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

32. Plaintiffs undertake this concerted activity to improve the wages and working conditions of all Class Members.

33. There is a well-defined community of interest in the litigation and the Class is

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the

claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

34. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Unlawfully deducted Class Members' wages;
- (h) Violated Class Members' rights under laws governing the provision of paid sick leave and/or COVID-19 supplemental paid sick leave; and,
- (i) Violated California Business & Professions Code §§ 17200 *et. seq.* as a

1 result of their illegal conduct as described above.

2 35. This Court should permit this action to be maintained as a class action pursuant to
3 California Code of Civil Procedure § 382 because:

- 4 (a) The questions of law and fact common to the Class predominate over any
5 question affecting only individual members;
- 6 (b) A class action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the Class;
- 8 (c) The members of the Class are so numerous that it is impractical to bring all
9 members of the class before the Court;
- 10 (d) Plaintiff, and the other members of the Class, will not be able to obtain
11 effective and economic legal redress unless the action is maintained as a
12 class action;
- 13 (e) There is a community of interest in obtaining appropriate legal and equitable
14 relief for the statutory violations, and in obtaining adequate compensation
15 for the damages and injuries for which Defendants are responsible in an
16 amount sufficient to adequately compensate the members of the Class for
17 the injuries sustained;
- 18 (f) Without class certification, the prosecution of separate actions by individual
19 members of the class would create a risk of:
- 20 1) Inconsistent or varying adjudications with respect to individual
21 members of the Class which would establish incompatible standards
22 of conduct for Defendants; and/or,
- 23 2) Adjudications with respect to the individual members which would,
24 as a practical matter, be dispositive of the interests of other members
25 not parties to the adjudications, or would substantially impair or
26 impede their ability to protect their interests, including but not
27 limited to the potential for exhausting the funds available from those
28 parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

36. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

37. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

38. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

39. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

40. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

41. By virtue of the Defendants' unlawful failure to pay additional compensation to

1 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
2 suffered, and will continue to suffer, damages in amounts which are presently unknown to
3 Plaintiffs and the Class and which will be ascertained according to proof at trial.

4 42. By failing to keep adequate time records required by California Labor Code §
5 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
6 compensation due to Plaintiffs and the Class.

7 43. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to
8 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

9 44. California Labor Code § 204 requires employers to provide employees with all
10 wages due and payable twice a month. California Labor Code §204b provides that §204 is
11 inapplicable to employers who pay on a weekly basis and sets forth certain rules regarding
12 employers who pay on a weekly basis. Throughout the statute of limitations period applicable to
13 this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required
14 by law, including minimum and straight time wages, or on a schedule that complied with Labor
15 Code §204b. However, during all such times, Defendants systematically failed and refused to pay
16 Plaintiffs and the Class all such wages due and failed to pay those wages twice a month, or
17 according to the schedule set forth in Labor Code §204b.

18 45. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and
19 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
20 Code §§ 218.5, 218.6, and 1194(a).

21 **SECOND CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Pay Overtime Wages)**

23 46. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 27 in this Complaint.

25 47. California Labor Code § 510 provides that employees in California shall not be
26 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
27 receive additional compensation beyond their regular wages in amounts specified by law.

28 48. California Labor Code §§ 1194 and 1198 provide that employees in California shall

1 not be employed more than eight hours in any workday unless they receive additional
2 compensation beyond their regular wages in amounts specified by law. Additionally, California
3 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
4 by the IWC is unlawful.

5 49. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
6 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

7 50. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
8 overtime compensation for the hours they have worked in excess of the maximum hours
9 permissible by law as required by California Labor Code §§ 510 and 1198.

10 51. By virtue of Defendants' unlawful failure to pay additional premium rate
11 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
12 Class have suffered, and will continue to suffer, damages in amounts which are presently unknown
13 to them but which exceed the jurisdictional minimum of this Court and which will be ascertained
14 according to proof at trial.

15 52. By failing to keep adequate time records required by Labor Code § 1174(d),
16 Defendants have made it difficult to calculate the full extent of overtime compensation due to
17 Plaintiffs and the Class.

18 53. Plaintiffs and the Class also request recovery of overtime compensation according
19 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
20 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
21 California Labor Code and/or other statutes.

22 54. California Labor Code § 204 requires employers to provide employees with all
23 wages due and payable twice a month. California Labor Code §204b provides that §204 is
24 inapplicable to employers who pay on a weekly basis and sets forth certain rules regarding
25 employers who pay on a weekly basis. The Wage Orders also provide that every employer shall
26 pay to each employee, on the established payday for the period involved, overtime wages for all
27 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class
28 with all compensation due, in violation of California Labor Code § 204 and/or California Labor

Code §204b.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

56. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

57. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

58. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon. Plaintiffs and the Class did not receive such additional wages when due and, to the extent they did, such wages were not paid at the correct rate.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest and Recovery Periods)

59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

60. Defendants are required by California law to authorize and permit breaks of ten

uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours) and additional recovery periods when circumstances require. California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

61. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks and recovery periods, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to take rest and recovery periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest and recovery periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

62. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon. Plaintiffs and the Class did not receive such additional wages when due and, to the extent they did, such wages were not paid at the correct rate.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

64. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or her wages at the time of quitting.

2 65. Within the applicable statute of limitations, the employment of many other members
3 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
4 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
5 terminated Class Members, without abatement, all wages required to be paid by California Labor
6 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
7 leaving Defendants' employ.

8 66. Defendants' failure to pay those Class members who are no longer employed by
9 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
10 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
11 202.

12 67. California Labor Code § 203 provides that if an employer willfully fails to pay
13 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
14 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
15 but the wages shall not continue for more than thirty (30) days.

16 68. The Class is entitled to recover from Defendants their additionally accruing wages
17 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
18 pursuant to California Labor Code § 203.

19 69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
20 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
21 action.

22 **SIXTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Provide and Maintain Accurate and**
24 **Compliant Wage Records)**

25 70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
26 1 through 27 in this Complaint.

27 71. At all material times set forth herein, California Labor Code § 226(a) provides that
28 every employer shall furnish each of his or her employees an accurate itemized wage statement in

1 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
2 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
3 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
4 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
5 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
6 and the last four digits of his or her social security number or an employee identification number
7 other than a social security number, (8) the name and address of the legal entity that is the
8 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee.

10 72. Defendants have intentionally and willfully failed to provide employees with
11 complete and accurate wage statements. The deficiencies include, among other things, the failure
12 to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true
13 “total hours worked by the employee,” and the failure to list the true net wages earned.

14 73. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
15 and the Class have suffered injury and damage to their statutorily protected rights.

16 74. Specifically, Plaintiffs and the members of the Class have been injured by
17 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
18 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
19 statements under California Labor Code § 226(a).

20 75. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
21 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
22 a result of having to bring this action to attempt to obtain correct wage information following
23 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
24 laws and regulations.

25 76. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
27 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

28 77. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of

attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

79. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

80. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

81. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

82. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against all Defendants for Unlawful Deductions)

83. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

84. Labor Code section 221 makes it unlawful for employers to collect or receive from an employee any part of wages paid by said employer to said employee absent an appropriate authorization, from the employee or under the law, to deduct said wages.

85. Plaintiffs and Class Members were subject to illegal deductions from their compensation by Defendants, including but not limited to auto-deducted meal periods not received by Plaintiffs and Class Members in violation of California law.

86. Such deductions were not authorized by state or federal law, or expressly in writing

by an employee or any applicable collective bargaining agreement.

87. Defendants' actions violated California law, including but not limited to Labor Code sections 221 and the applicable IWC Wage Orders. Plaintiffs and Class Members are, therefore, entitled to reimbursement for, and repayment of, these deductions, plus interest, applicable penalties, attorneys' fees, and costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Violations of Paid Sick Leave Laws)

88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

89. Labor Code §§ 246, 248.2, and 248.6 provided Plaintiffs and the Class rights to certain paid sick leave and COVID-19 supplemental paid sick leave. Those laws detail the rate of pay at which such leave was to be paid by Defendants to Plaintiffs and the Class, as well as notices, whether in Plaintiffs' and the Class' wage statements or in a separate writing, relating to such leave. Labor Code §§247 and 247.5 govern the postings of notice related to sick leave rights and records related to use of sick leave.

90. During the statutory period, Defendants violated said provisions of the Labor Code by failing to accurately pay employees for sick leave and/or COVID-19 supplemental paid sick leave, by failing to provide accurate notice to Plaintiffs and the Class of matters relating to such leave in their wage statements or in a separate writing, failing to post legally required notices related to such leave, and failing to keep accurate records relating to the use of such leave.

91. As a consequence of Defendants' willful conduct, Plaintiffs and Class Members have sustained damages in an amount to be established at trial, plus related penalties, prejudgment interest, attorney's fees, and costs pursuant to statute.

TENTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

92. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

93. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

94. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

95. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

96. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

97. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

98. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

99. Defendants’ failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

///

Failure to Authorize and Permit Rest Periods

100. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

101. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

Unlawful Deductions

102. Defendants' unlawful deductions, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§17200, *et seq.*

Sick Leave Violations

103. Defendants' violations of laws pertaining to paid sick leave and/or COVID-19 supplemental paid sick leave, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§17200, *et seq.*

104. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

105. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

106. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

107. Plaintiffs, individually, and on behalf of members of the putative class, are further

entitled to and does seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

108. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

109. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

110. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

111. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint.

112. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

113. California Labor Code § 2699(a) specifically provides for a private right of action

1 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
2 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
5 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
6 former employees pursuant to the procedures specified in Section 2699.3.”

7 114. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
8 Code § 2699.3. Plaintiffs gave written notice by online filing to the LWDA and by certified mail
9 to Defendants of the specific provisions of the Labor Code that Defendants violated against
10 Plaintiffs and current and former Aggrieved Employees, including the facts and theories to support
11 the violations. Plaintiffs also paid the filing fee.

12 115. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code
13 violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover
14 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
15 described in this Complaint. These penalties include, but are not limited to, penalties under
16 California Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, Section 20 of the
17 applicable Wage Order(s), and 2699.

18 116. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
19 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
20 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
21 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
22 by law.

23 117. In addition, Plaintiffs seek an award of reasonable attorney’s fees and costs pursuant
24 to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action
25 shall be entitled to an award of reasonable attorney’s fees and costs.”

26 **PRAYER FOR RELIEF**

27 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
28 the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action;

2. That Plaintiffs be appointed as the representative of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204, 204b, and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

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

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

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

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

2 16. For unpaid meal period premium wages as may be appropriate;

3 17. For pre-judgment interest on any unpaid compensation commencing from the date
4 such amounts were due;

5 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
6 and for costs of suit incurred herein; and,

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

8 As to the Fourth Cause of Action

9 20. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

11 21. For unpaid rest period premium wages as may be appropriate;

12 22. For pre-judgment interest on any unpaid compensation commencing from the date
13 such amounts were due;

14 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
15 and for costs of suit incurred herein; and,

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

17 As to the Fifth Cause of Action

18 25. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
20 termination of the employment;

21 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
22 employees who have left Defendants' employ;

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

25 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

27 As to the Sixth Cause of Action

28 30. That the Court declare, adjudge, and decree that Defendants violated the record

keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

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

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §221 by unlawfully deducting employees' wages;

42. For restitution of all unlawfully deducted wages as may be appropriate;

43. For pre-judgment interest on any unlawfully deducted wages commencing from the date of such unlawful deduction;

44. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§246, 248.2, and 248.6, by failing to pay out sick leave when due, at the correct rates, and by failing to provide employees' accurate notices, as required by law, of information pertaining

1 to their sick leave;

2 47. For restitution of all underpaid sick leave benefits;

3 48. For pre-judgment interest on any underpaid sick leave benefits commencing from
4 the date of such underpayment;

5 49. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

7 As to the Tenth Cause of Action

8 51. That the Court declare, adjudge, and decree that Defendants violated California
9 Business & Professions Code §§ 17200, et seq. by failing to pay for all hours worked (minimum,
10 straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit
11 rest periods, unlawfully deducting or withholding wages, failing to comply with paid sick leave
12 laws, and failing to indemnify employees for expenditures;

13 52. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment
14 interest from the day such amounts were due and payable;

15 53. For the appointment of a receiver to receive, manage and distribute any and all funds
16 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
17 result of violations of California Business & Professions Code §§ 17200 et seq.;

18 54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure § 1021.5;

20 55. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business & Professions Code §§ 17200, et seq.; and,

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

23 As to the Eleventh Cause of Action

24 57. That the Court declare, adjudge and decree that Defendants violated the California
25 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
26 overtime wages), failing to provide meal periods and pay the correct amount of meal period
27 premium wages, failing to authorize and permit rest and recovery periods and pay the correct
28 amount of rest period premium wages, failing to pay all regular and final wages to terminated

employees, failing to furnish accurate wage statements, failing to reimburse employees for all necessary business expenses, unlawfully deducting employees' wages, and violating employees' rights under paid sick leave laws.

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

59. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions or provisions of the applicable IWC Wage Order;

60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

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

As to all Causes of Action

61. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: May 16, 2024

WILSHIRE LAW FIRM

By:


Justin F. Marquez
Erik A. Dos Santos

Attorneys for Plaintiffs

Dated: May 16, 2024

MOON LAW GROUP, PC

By: /s/ Allen Feghali

Kane Moon
Allen Feghali

Attorneys for Plaintiffs

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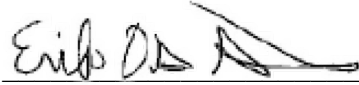
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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: May 16, 2024

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Erik A. Dos Santos
Attorneys for Plaintiffs

Dated: May 16, 2024

MOON LAW GROUP, PC

By: /s/ Allen Feghali
Kane Moon
Allen Feghali
Attorneys for Plaintiffs

Villanueva, et al. v. La Rosa Tortilla Factory, Inc., et al.
22CV00226

1 PROOF OF SERVICE