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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA 21 - 02538

CRYSTAL SARUCA, individually and on
behalf of all similarly situated current and
former non-exempt employees of
DEFENDANTS in the State of California,

Plaintiff,

v.

PALECEK IMPORTS INC, and DOES 1
through 50, Inclusive,

Defendants.

Case No.:

SUMMONS ISSUED

Unlimited Civil

Amount Demanded exceeds \$25,000.00

CLASS ACTION COMPLAINT

[Cal. Code Civ. Proc. § 382]

1. Failure to Provide Meal Periods or Required Premiums;
2. Failure to Provide Rest Periods or Required Premiums;
3. Failure to Pay Minimum and Regular Wages;
4. Failure to Pay All Overtime Wages;
5. Failure to Indemnify All Necessary Expenditures;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Timely Pay All Wages Due Upon Separation of Employment;
8. Violation of Business & Professions Code §17200, et seq.;

– JURY TRIAL DEMANDED –

Plaintiff CRYSTAL SARUCA ("Plaintiff"), individually and on behalf of herself and all other similarly situated current and former non-exempt employees of Defendant PALECEK IMPORTS INC, and DOES 1 through 50, inclusive, (collectively "Defendants"), alleges as follows:

FILED
DEC - 6 2021

K. HICKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: T. Schrader, Deputy Clerk

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT. 39, FOR ALL
PURPOSES

I. INTRODUCTION

1. Plaintiff brings this action pursuant to California Code of Civil Procedure section 382 against Defendant PALECEK IMPORTS INC and DOES 1 through 50 for engaging in a pattern of wage and hour violations under the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order, 1-2001.

2. Plaintiff brings this action on behalf of all current and former non-exempt employees who were employed by Defendants in the State of California during the applicable relevant time period (hereinafter “similarly situated employees”).

3. Plaintiff is informed and believes, and on that basis alleges, that Defendants decreased their employment-related costs by systematically violating California wage and hour laws and engaging in unlawful and unfair business practices.

4. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiff and other similarly situated employees in California include, but are not limited to:

- a. Failure to provide meal periods;
- b. Failure to provide rest periods;
- c. Failure to pay meal and rest premium wages;
- d. Failure to pay minimum and regular wages for all hours worked;
- e. Failure to pay overtime wages;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to indemnify employees for work-related expenses incurred in discharging their duties; and
- h. Failure to timely pay all wages due upon separation of employment.

5. Plaintiff brings this lawsuit seeking restitution, injunctive and monetary relief against Defendants, on behalf of herself and all other similarly situated employees in California, to recover, among other things, unpaid wages, benefits, expenses, interest, attorney’s fees, damages, and costs pursuant to Labor Code §§ 201, 202, 203, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1198, the Business and Professions Code §§17200, *et seq.*, and the provisions of the applicable IWC Wage Order.

6. Plaintiff reserves the right to name additional class representatives throughout the State of

California.

II. PARTIES

A. Plaintiff

7. Plaintiff CRYSTAL SARUCA is a former employee of PALECEK IMPORTS INC, who, at all relevant times, was employed as a non-exempt employee and worked out of Defendants' production facility in Richmond, California.

8. Plaintiff is a resident of the State of California.

9. At all relevant times, Plaintiff and other similarly situated employees of Defendants in California were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

B. Defendants

10. Defendant PALECEK IMPORTS INC, is part of the furniture and home furnishing merchant industry.

11. Defendant PALECEK IMPORTS INC is California registered corporation with its principal place of business in Richmond, California.

12. Defendants' wrongful conduct, as alleged herein, occurred in the County of Contra Costa and other counties in California.

13. Plaintiff is informed and believes, and thereon allege, that each Defendant is, and at all relevant times was, authorized to do business and did business in the State of California, and was Plaintiff's and other similarly situated employees' "employer" as defined in and subject to the California Labor Code and Industrial Welfare Commission Wage Orders.

14. Each of the fictitiously named Defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of the fictitious Defendants, if and when their true names and capacities are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious Defendant participated in the acts alleged in this Complaint.

15. Plaintiff and all other similarly situated employees are, and at all relevant times were,

employees of each Defendants, including DOES 1 through 50, within the meanings set forth in the California Labor Code and applicable Industrial Welfare Commission Wage Order.

16. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, was the agent, employee or other person acting on behalf of every other Defendant, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of each other Defendant.

17. Plaintiff is informed and believes that at all relevant times, each Defendant, whether named or fictitious, exercised control over Plaintiff's and other similarly situated employees' wages, hours and/or working conditions.

18. Plaintiff is further informed and believes that at all relevant times, each Defendant, whether named or fictitious, acted as the agent for the other Defendants, carried out a joint scheme, business plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

19. Each Defendant, whether named or fictitious, was the alter ego of each of the other Defendants at all relevant times herein.

20. A unity of interest and ownership between each Defendant, whether named or fictitious, exists such that all Defendants acted as a single employer of Plaintiff and all other similarly situated.

21. Defendants, including DOES 1 through 50, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

22. Defendants, including DOES 1 through 50, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

III. JURISDICTION AND VENUE

23. This Court has subject-matter jurisdiction to hear this case because Plaintiff is informed and believes that the monetary damages and restitution sought herein for Defendants' conduct exceed the minimum jurisdictional limits of the Superior Court.

24. Venue is proper in Contra Costa County Superior Court pursuant to Code of Civil Procedure sections 395(a) and 395.5 because Defendants maintain offices, transact business, and/or has an agent in Contra Costa County and Defendants are otherwise within this Court's jurisdiction for purposes of service of process. Defendants employ Class Members in Contra Costa County and the unlawful acts alleged herein arose in Contra Costa County have a direct effect on Plaintiff and other similarly situated employees within Contra Costa County.

IV. GENERAL ALLEGATIONS

25. Plaintiff Crystal Saruca is a former non-exempt employee of Defendants who worked as a production sander and production coordinator at Defendants' Richmond warehouse from December 2016 to September 2021.

26. Defendants denied Plaintiff and other similarly situated employees of Defendants certain rights afforded to them under the California Labor Code and Industrial Welfare Commission Wage Orders. Specifically, Defendants did not properly compensate Plaintiff and other similarly situated employees for all hours worked, failed to provide compliant meal and rest periods, failed to maintain accurate records, failed to provide accurate itemized wage statements, failed to reimburse for all necessary expenses, and did not pay all wages due and owing by the times set forth by law.

27. Defendants had a pattern and practice of not providing Plaintiff and other similarly situated employees with legally compliant off-duty and uninterrupted meal periods, even though Plaintiff and other similarly situated employees typically worked more than six (6) hours during their workday. Plaintiff and other similarly situated employees would be routinely interrupted with work related issues during meal periods. Plaintiff and other similarly situated employees would take their meal periods at Defendants' facilities. During said meal periods, Plaintiff and other similarly situated employees would routinely be interrupted with requests from fellow coworkers. Specifically, Plaintiff was often asked to inspect furniture, answer questions about production issues, and perform other duties during meal periods.

28. Thus, as a result of Defendants' illegal policies and practices, Plaintiff and other similarly

1 situated employees were denied the opportunity to take legally compliant meal periods, in violation of the
2 applicable Wage Order.

3 29. For the same reasons that Defendants failed to provide Plaintiff and similarly situated
4 current and former employees all legally compliant meal periods, Defendants similarly had a pattern and
5 practice of failing to authorize and permit Plaintiff and other similarly situated employees to take legally
6 compliant rest periods of at least 10 minutes for every four-hour work period, or major fraction thereof.

7 30. As a result of Defendants' illegal policies, Plaintiff and other similarly situated employees
8 were not authorized or permitted to take legally compliant rest periods, in violation of the applicable Wage
9 Order.

10 31. Although Plaintiff's and other similarly situated employees' meal and rest periods were
11 regularly required to perform tasks during their meal periods, Defendants did not compensate Plaintiff and
12 other similarly situated employees an additional hour of pay at their regular rate of pay for the times that
13 Plaintiff and other similarly situated employees were not authorized or permitted to take a compliant meal
14 or rest periods, in violation of Labor Code section 226.7.

15 32. Defendants further had a pattern or practice of denying Plaintiff and other similarly situated
16 employees of compensation for all hours worked. Plaintiff and similarly situated current and former
17 employees clocked out for meal periods. However, as previously discussed, Plaintiff's and other similarly
18 situated employees' meal periods were on-duty and/or routinely interrupted. Plaintiff and similarly
19 situated employees should have been compensated for the time they spent working during their on-duty
20 meal periods and/or during the interruptions to their meal periods. However, Defendants failed to provide
21 Plaintiff and similarly situated employees compensation for said periods of time.

22 33. Plaintiff and other similarly situated employees worked shifts that exceeded eight hours in
23 a workday and forty hours in a workweek. As a result of the foregoing, Plaintiff and similarly situated
24 employees were not compensated for all overtime hours worked.

25 34. Further, Defendants paid Plaintiff and other similarly situated employees nondiscretionary
26 compensation, which should have been included in determining the regular rate of pay and regular rate of
27 compensation for purposes of determining the correct payment amount for overtime compensation and
28 meal and rest period premiums. However, Defendants failed to include all of Plaintiff's and other similarly

1 situated employees' nondiscretionary compensation when determining the regular rate of pay and regular
2 rate of compensation for purposes of determining the payments for overtime compensation and meal and
3 rest period premiums.

4 35. As a result, Defendants failed to pay Plaintiff and other similarly situated employees
5 overtime compensation at one and one-half times the regular rate of pay for all hours worked over eight
6 hours in one workday and any work in excess of forty hours in any one workweek. Further, Defendants
7 failed to pay Plaintiff and other similarly situated employees at the correct regular rate of compensation
8 for premium pay when they were not authorized or permitted to take a compliant meal or rest periods.

9 36. Further, Defendants had a policy and practice of not paying Plaintiff and similarly situated
10 employees for all hours worked in excess of eight hours in a work day. Under said policy and practice,
11 Defendants only paid overtime compensation when employees worked over forty hours in a workweek.

12 37. Plaintiff and other similarly situated employees of Defendants incurred expenses in direct
13 consequence of the discharge of their duties of employment with Defendants, but Defendants failed to
14 adequately reimburse them for such expenses. For example, Plaintiff and other similarly situated
15 employees were required to clock in and out on their personal cell phone. Further, Plaintiff used her
16 personal cell phone to take and text pictures of damaged furniture to her supervisor. Despite Defendants'
17 knowledge that Plaintiff and other similarly situated employees were using their personal cell phones for
18 work related purposes, Defendants failed to provide appropriate reimbursement for these expenses, in
19 violation of Labor Code section 2802.

20 38. Defendants failed to provide Plaintiff other similarly situated employees with accurate
21 itemized wage statements as required under Labor Code Sec. 226. Defendants failed to furnish Plaintiff
22 and other similarly situated employees with itemized wage statements correctly identifying, among other
23 things, the total regular and overtime hours worked during the pay period, as well as the corresponding
24 gross and net wages earned, all applicable hourly rates and the corresponding number of hours worked at
25 each hourly rate.

26 39. The wage statement omissions and inaccuracies were not a result of an isolated and
27 unintentional payroll error due to an inadvertent mistake, but rather a result of knowing and intentional
28 omissions by Defendants. In addition, and as a result of these omissions and inaccuracies, Plaintiff and

1 other similarly situated employees were not promptly and easily able to determine the correct hours
2 worked and/or determine the accurate wages due and owing without reference to other documents and
3 information.

4 40. Defendants similarly maintained a pattern and practice of failing to pay Plaintiff and other
5 similarly situated employees all wages due and owing at the time of their separation of employment within
6 the time specified by Labor Code sections 201 and 202 because Defendants failed to pay Plaintiff and
7 other similarly situated employees all wages due and owing at the time of termination of their employment.
8 To this date, Defendants have not paid Plaintiff and other similarly situated employees all wages owed,
9 including all overtime wages as well as all meal and rest period premium wages.

10 41. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants
11 engaged in unfair business practices in California and willingly and knowingly engaged in employment
12 patterns and practices that violated Business & Professions Code section 17200 *et seq.*, and Plaintiff and
13 other similarly situated employees suffered damages due to Defendants' unfair, unlawful and/or fraudulent
14 actions.

15 **V. CLASS ACTION DESIGNATION**

16 42. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth
17 herein.

18 43. Plaintiff brings Causes of Action One through Eight as a class action pursuant to California
19 Code of Civil Procedure § 382 on behalf of all herself and all current and former non-exempt employees
20 of Defendants and who were affected by Defendants' Labor Code, Business and Professions Code §
21 17200, *et seq.*, and IWC Wage Order violations, as alleged herein.

22 44. Plaintiff seeks to represent the following Class, which is defined as:

23 **The Non-Exempt Class:**

24 "All current and former non-exempt employees who worked for Defendants in the
25 State of California at any time from four years preceding the filing of this action
26 through the present."

27 45. Plaintiff also seeks to represent the following Subclass, which is defined as:
28

The Waiting Time Penalties Subclass:

“All members of the Non-Exempt Class, whose employment with Defendants ended at any time from three years preceding the filing of this action through the present.”

46. Reservation of Rights: Pursuant to California Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the Class and Subclass definitions with greater specificity, by further division into subclasses, and/or limitation to particular issues.

47. As to Causes of Action One through Eight, Plaintiff seeks to recover on behalf of the Classes all remedies available to the extent permitted by law including, but not limited to, wages, damages, penalties, liquidated damages, interest, attorney’s fees, costs, other monies due and owing and injunctive relief.

48. Causes of Action One through Eight are appropriately suited for a class action pursuant to § 382 of the California Code of Civil Procedure because the following requirements are met:

A. Numerosity

49. The members of the Class are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff have not yet determined the precise number of members of the Class, Plaintiff is informed and believes that the Class likely consists of over 100 individuals. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants’ time and payroll records and other personnel records.

B. Commonality and Predominance

50. Common questions of law and fact exist as to all class members and predominate over any questions affecting only individual members of the Class or Subclass. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Defendants failed to permit class members to take a duty-free, thirty-minute meal period before the commencement of the sixth hour of work;
- b. Whether Defendants failed to permit class members to take a second duty-free, thirty-minute meal period before the commencement of the eleventh hour of work;

- c. Whether Defendants failed to permit class members to take off-duty rest periods of at least 10 minutes for every four hours worked, or major fraction thereof;
- d. Whether Defendants failed to pay one additional hour of pay at the employees' regular rate of compensation to class members when class members were not provided with compliant and timely meal and rest periods;
- e. Whether Defendants failed to pay class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Defendants;
- f. Whether Defendants failed to pay class members all overtime wages for all hours at the correct rate of pay for all hour worked and under the control of Defendants;
- g. Whether Defendant failed to indemnify class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- h. Whether Defendants failed to provide class members with accurate itemized wage statements showing, among other things, the correct number of piece units and the correct amount of gross and net wages earned; and
- i. Whether Defendants failed to pay class members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

51. Plaintiff's claims are typical of the claims of all class members because Plaintiff and all class members' claims arise from the same event, practice and/or course of conduct of Defendants. Plaintiff and all class members sustained injuries and damages as a result of Defendants' illegal policies, practices and/or common course of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

52. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage Order are typical of the Class and Subclass because Defendants' failure to comply with the provisions of California's wage and hour laws entitles Plaintiff and each class member to similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiff and all class members are the same.

1 **D. Adequacy of Representation**

2 53. Plaintiff has no fundamental conflict of interest with the Class or Subclass she seeks to
3 represent. Plaintiff will adequately protect the interests of all class members because it is in Plaintiff's best
4 interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and
5 putative class members.

6 54. Plaintiff retained attorneys who are experienced employment law litigators with significant
7 wage and hour and class action experience.

8 **E. Superiority of Class Action**

9 55. Plaintiff believes a class action is a superior method of litigation for the fair and efficient
10 adjudication of this controversy. Individual joinder of all class members is not practicable. Class action
11 treatment will allow similarly situated employees to litigate their claims in the manner that is most efficient
12 and economical for the parties and the judicial system.

13 56. Plaintiff knows of no difficulty that might be encountered in the management of this suit,
14 which would preclude maintenance as a class action.

15 **VI. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 (Violation of Labor Code sections 226.7, 512, and 1198 and the "Meal Periods" section of the
19 Applicable IWC Wage Order)

20 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

21 57. Plaintiff re-alleges and incorporates by reference the allegations contained in the
22 paragraphs above, as though fully set forth herein.

23 58. Plaintiff and Non-Exempt Class members were and are non-exempt employees of
24 Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

25 59. Labor Code section 512(a) provides, in part, that employers, including Defendants, "may
26 not employ an employee for a work period of more than five hours per day without providing an employee
27 with a meal period of not less than 30 minutes" and "may not employ an employee for a work period of
28 more than 10 hours per day without providing the employee with a second meal period of not less than 30

1 minutes.”

2 60. Labor Code section 226.7 requires that employers, including Defendants, provide their
3 non-exempt employees with meal periods as mandated by the applicable Wage Order of the Industrial
4 Welfare Commission, and prohibits employers from requiring any employee “to work during any meal ...
5 period mandated by an applicable order of the Industrial Welfare Commission.” Labor Code section
6 226.7(c) states, “[i]f an employer fails to provide an employee a meal ... period in accordance with a state
7 law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of
8 compensation for each workday that the meal ... period is not provided.”

9 61. Labor Code section 1198 states that the “maximum hours of work and standard conditions
10 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
11 labor for employees. The employment of any employee for longer hours than those fixed by the order or
12 under conditions of labor prohibited by the order is unlawful.”

13 62. The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall
14 employ any person for a work period of more than five (5) hours without a meal period of not less than
15 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work
16 the meal period may be waived by mutual consent of the employer and the employee.” It further states,
17 “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without
18 providing the employee with a second meal period of not less than 30 minutes, except that if the total
19 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
20 employer and employee only if the first meal period was not waived.”

21 63. The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the
22 employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
23 “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
24 when the nature of the work prevents an employee from being relieved of all duty and when by written
25 agreement between the parties an on-the-job meal period is agreed to and complies with Labor Code
26 section 512.

27 64. The “Meal Periods” section of the applicable IWC Wage Order also states, “[i]f an
28 employer fails to provide an employee a meal period in accordance with the applicable provisions of this

1 order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided."

3 65. On information and belief, Plaintiff and the Non-Exempt Class were subject to the same
4 policies, practices, and procedures governing the provision and scheduling of meal periods.

5 66. On information and belief, Defendants have a pattern and practice of not providing Plaintiff
6 and the Non-Exempt Class with legally compliant 30-minute off-duty meal periods during their shifts,
7 even though they worked more than six (6) hours during their workday.

8 67. As described above, Plaintiff and the Non-Exempt Class were not provided compliant meal
9 periods as a result of Defendants' common policies and procedures.

10 68. Plaintiff and the Non-Exempt Class members did not sign valid on-duty meal period
11 agreements at any point during their employment with Defendants.

12 69. Plaintiff and the Non-Exempt Class typically worked more than five (5) or ten (10) hours
13 per workday and did not properly waive their meal periods.

14 70. Therefore, as a result of Defendants' conduct, including the conduct alleged herein,
15 Defendants violated Labor Code sections 226.7, 512, and 1198, as well as the applicable IWC Wage Order
16 when Defendants failed to provide Plaintiff and the Non-Exempt Class members a 30-minute, duty-free
17 meal period before the commencement of their sixth hour of work, and a second 30-minute, duty-free
18 meal period before the commencement of their eleventh hour of work.

19 71. Consequently, pursuant to Labor Code section 226.7(b) and the "Meal Periods" section of
20 the applicable Wage Order, Defendants was required to pay Plaintiff and the Non-Exempt Class one
21 additional hour of pay at their regular rate of compensation for each day that Defendants did not provide
22 Plaintiff and the Non-Exempt Class with a 30-minute, duty-free meal period before the commencement
23 of their sixth hour of work or a second 30-minute, duty-free meal period before the commencement of
24 their eleventh hour of work.

25 72. Despite this obligation, Defendants did not pay Plaintiff and the Non-Exempt Class one
26 additional hour of pay at each employee's regular rate of compensation for each day that Defendants did
27 not provide Plaintiff and the Non-Exempt Class with a 30-minute, duty-free meal period before the
28 commencement of their sixth hour of work or a second 30-minute, duty-free meal period before the

1 commencement of their eleventh hour of work.

2 73. Instead Defendants had a common policy and practice of failing to compensate Plaintiff
3 and the Non-Exempt Class with an hour of pay at their regular rate of pay for the times that Defendants
4 did not provide Plaintiff and the Non-Exempt Class with a 30-minute, duty-free meal period before the
5 commencement of their sixth hour of work or a second 30-minute, duty-free meal period before the
6 commencement of their eleventh hour of work, as required by Labor Code section 226.7(b) and the
7 applicable IWC Wage Order.

8 74. Thus, Defendants intentionally refused to perform its obligations to provide meal periods
9 and further failed to compensate Plaintiff and the Non-Exempt Class with all owed meal premium wages
10 as set forth by Labor Code section 226.7(b) and the applicable IWC Wage Order.

11 75. Plaintiff and the Non-Exempt Class suffered and continue to suffer losses related to
12 Defendants' failure to pay an additional hour of pay for each day a legally compliant meal period was not
13 provided and the associated use and enjoyment of compensation due and owing to them as a direct result
14 of Defendants' Labor Code and applicable IWC Wage Order violations.

15 76. Plaintiff seeks all available remedies for Defendants' violations, including, but not limited
16 to, all wages due, monies, and interest to the extent permitted by law.

17 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 (Violation of Labor Code sections 226.7 and 1198 and the "Rest Periods" section of the Applicable IWC
21 Wage Order)

22 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

23 77. Plaintiff re-alleges and incorporates by reference the allegations contained in the
24 paragraphs above, as though fully set forth herein.

25 78. Plaintiff and Non-Exempt Class members were and are non-exempt employees of
26 Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

27 79. Labor Code section 226.7 requires employers, including Defendants, to provide to their
28 non-exempt employees, including Plaintiff, paid rest periods as mandated by the applicable IWC Wage

1 Orders.

2 80. Labor Code section 1198 states that the “maximum hours of work and standard conditions
3 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
4 labor for employees. The employment of any employee for longer hours than those fixed by the order or
5 under conditions of labor prohibited by the order is unlawful.”

6 81. The “Rest Periods” section of the applicable IWC Wage Order states, “[e]very employer
7 shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the
8 middle of each work period. ... The authorized rest period time shall be based on the total hours worked
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” It further
10 states, “[r]est periods need not be authorized in limited circumstances when the disruption of continuous
11 operations would jeopardize the product or process of the work. However, the employer shall make up
12 the missed rest period within the same workday or compensate the employee for the missed ten (10)
13 minutes of rest time at his/her regular rate of pay within the same pay period.” Furthermore, “[i]f an
14 employer fails to provide an employee a rest period in accordance with the applicable provisions of this
15 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
16 compensation for each workday that the rest period is not provided.”

17 82. On information and belief, Plaintiff and the Non-Exempt Class were subject to the same
18 policies, practices, and procedures governing the provision and scheduling of rest periods.

19 83. Plaintiff and the Non-Exempt Class were not authorized and permitted to take compliant
20 rest periods because of the strict schedule that they had to follow. Thus, as a result of Defendants’ policies,
21 Plaintiff’s and Non-Exempt Class members’ rest periods were on duty.

22 84. Labor Code section 226.7(c) states, “[i]f an employer fails to provide an employee a ...
23 rest ... period in accordance with a state law... the employer shall pay the employee one additional hour
24 of pay at the employee’s regular rate of compensation for each workday that the rest ... period is not
25 provided.”

26 85. Even though Plaintiff and Non-Exempt Class members were not authorized and permitted
27 to take off-duty rest periods, Defendants did not pay Plaintiff and the Non-Exempt Class appropriate rest
28 period premium wages for each day in which Defendants did not authorize and permit Plaintiff and the

1 Non-Exempt Class to take compliant rest periods, in violation of Labor Code section 226.7 and the
2 applicable IWC Wage Order.

3 86. On information and belief, Defendants have a common policy, pattern, and practice of
4 failing to compensate Plaintiff and the Non-Exempt Class with an hour of pay at their regular rate of pay
5 for the times that Plaintiff and the Non-Exempt Class were not authorized to take rest periods of at least
6 10 minutes for each four-hour work period, or major fraction thereof.

7 87. Plaintiff and the Non-Exempt Class suffered and continue to suffer losses related to
8 Defendants' failure to pay an additional hour of pay for each day a rest period was not provided and the
9 associated use and enjoyment of compensation due and owing to them as a direct result of Defendants'
10 Labor Code and applicable IWC Wage Order violations.

11 88. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
12 to any and all wages due, monies, and interest, to the extent permitted by law.

13 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

16 (Violation of Labor Code sections 1194, 1197, and 1198 and the "Minimum Wages" section of the
17 Applicable IWC Wage Order)

18 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

19 89. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 paragraphs above, as though fully set forth herein.

21 90. Plaintiff and the Non-Exempt Class were and are non-exempt employees of Defendants in
22 California within the meaning of the Labor Code and the applicable IWC Wage Order.

23 91. Labor Code section 1197 provides, "[t]he minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
25 minimum wage so fixed is unlawful."

26 92. The "Minimum Wages" section of the applicable IWC Wage Order provides that an
27 employer may not pay non-exempt employees less than the applicable minimum for all hours worked.

28 93. The applicable IWC Wage Order defines the term "hours worked" as "the time during

1 which an employee is subject to the control of an employer and includes all the time the employee is
2 suffered or permitted to work, whether or not required to do so.”

3 94. Furthermore, pursuant to Labor Code section 1198, “[t]he maximum hours of work and the
4 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
5 standard conditions of labor for employees. The employment of any employee for longer hours than those
6 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

7 95. Defendants failed to pay Plaintiff and, on information and belief, Non-Exempt Class
8 members at least minimum wages for all the time spent working and under the control of Defendants.

9 96. Labor Code section 1194 provides, in part, that any employee receiving less than the legal
10 minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including
11 interest thereon, reasonable attorney’s fees, and costs of suit.

12 97. Labor Code section 1194.2 allows an employee to recover liquidated damages in an amount
13 equal to the wages unlawfully unpaid and interest thereon for any action under Labor Code section 1194.

14 98. Plaintiff and the Non-Exempt Class suffered and continue to suffer losses related to the use
15 and enjoyment of compensation due and owing to them as a direct result of Defendants’ unlawful acts and
16 Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional
17 limitations of this Court.

18 99. Plaintiff seeks all available remedies for Defendants’ violations including, but not limited
19 to, any and all wages due, monies, interest, liquidated damages, attorney’s fees, and costs to the extent
20 permitted by law.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL OVERTIME WAGES**

23 (Violation of Labor Code sections 510, 1194, and 1198 and the “Hours and Days of Work” section of
24 the Applicable IWC Wage Order)

25 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

26 100. Plaintiff re-alleges and incorporates by reference the allegations contained in the
27 paragraphs above, as though fully set forth herein.

28 101. Plaintiff and Non-Exempt Class members were and are non-exempt employees of

Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

102. Labor Code section 510 provides, “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” sections of the applicable IWC Wage Order mandate the same requirements.

103. Labor Code section 1194 provides that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

104. Furthermore, pursuant to Labor Code section 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

105. The applicable IWC Wage Order defines the term “hours worked” as “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.”

106. In California, overtime is computed based on the regular rate of pay. The regular rate of pay includes all different types of remuneration, including hourly earnings, salary, piecework earnings, commissions, and non-discretionary bonuses, and the value of meals and lodging.

107. Plaintiff and the Non-Exempt Class regularly worked over 8 hours per day and 40 hours per week while employed by Defendants. Plaintiff and the Non-Exempt Class did not receive all overtime compensation owed for all overtime hours worked over 8 hours per day and/or 40 hours per week during their employment with Defendants.

108. As set forth above, Defendants failed to pay Plaintiff and Non-Exempt Class members at

1 the proper overtime rate of one and one-half times the regular rate of pay for all the time spent working
2 and under the control of Defendants.

3 109. Plaintiff and the Non-Exempt Class suffered and continue to suffer losses related to the use
4 and enjoyment of compensation due and owing to them as a direct result of Defendants' unlawful acts and
5 Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional
6 limitations of this Court.

7 110. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
8 to any and all wages due, monies, interest, attorney's fees, and costs to the extent permitted by law.

9 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

12 (Violation of Labor Code section 2802)

13 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

14 111. Plaintiff re-alleges and incorporates by reference the allegations contained in the
15 paragraphs above, as though fully set forth herein.

16 112. Labor Code section 2802 requires an employer to indemnify its employees for all necessary
17 expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties
18 of employment.

19 113. Labor Code section 2802(b) states, "[a]ll awards made by a court ... for reimbursement of
20 necessary expenditures" shall carry interest, at the same rate as judgments in civil actions, and said interest
21 will accrue from the date on which the employee incurred the necessary expenditure including, but not
22 limited to, reasonable costs and attorney's fees incurred by the employee in enforcing their rights granted
23 pursuant to Labor Code section 2802. The exact amount of the necessary expenditures or losses is in an
24 amount to be proven at time of trial.

25 114. Furthermore, Labor Code section 2802(c) states, "[f]or the purposes of this section, the
26 term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to,
27 attorney's fees incurred by the employee enforcing the rights granted by this section."

28 115. Plaintiff and Non-Exempt Class incurred business expenses in direct consequence of their

1 job duties through the use of their personal cell phones. On information and belief, Plaintiff and the Non-
2 Exempt Class were required to use their personal cell phone to both clock in and clock out. Further,
3 Plaintiff used her personal cell phone to take pictures of damaged furniture and send them to her
4 supervisor.

5 116. Despite Defendants' knowledge that Plaintiff and the Non-Exempt Class were using their
6 personal cell phones for work related purposes, Defendants failed to provide appropriate reimbursement
7 for these expenses, in violation of Labor Code section 2802.

8 117. As a direct result of Defendants' violations alleged herein, Plaintiff and the Non-Exempt
9 Class suffered and continue to suffer, substantial losses related to Defendants' failure to indemnify them
10 for the expenses and losses, including the use and enjoyment of such monies, lost interest on such monies
11 and expenses, and attorney's fees and costs in seeking to compel Defendants to fully perform its
12 obligations under state law, all to their respective damage in amounts according to proof at trial and within
13 the jurisdictional limitations of this Court.

14 118. Plaintiff seeks to recover in a civil action to the fullest extent permissible all available
15 remedies including but not limited to the unpaid balance of the indemnification as a result of Defendants'
16 violations, interest thereon permitted by Labor Code section 2802(b), reasonable attorney's fees and costs
17 of suit, declaratory relief, and any other permitted remedies including those permitted pursuant to Labor
18 Code sections 2802 and Code of Civil Procedure section 1021.5. The exact amount of reimbursements,
19 interest, costs and attorney's fees will be in an amount to be proved at time of trial.

20 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

23 (Violation of Labor Code sections 226 and 1198 and

24 the "Records" section of the Applicable IWC Wage Order)

25 (Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

26 119. Plaintiff re-alleges and incorporates by reference the allegations contained in the
27 paragraphs above, as though fully set forth herein.

28 120. Plaintiff and Non-Exempt Class members were and are non-exempt employees of

Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

121. Labor Code section 226(a) requires that employers, including Defendants, furnish their employees with each wage payment an accurate and itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

122. Labor Code section 226(e), in part, permits employees suffering injury to collect the greater of all actual damages or the amount specified in Labor Code section 226 per violation.

123. Labor Code section 226(e)(2)(B) states, in pertinent part, “an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).”

124. Labor Code section 226(h) states, “An employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney's fees.”

125. Defendants knowingly and intentionally failed to provide Plaintiff and Non-Exempt Class members an accurate itemized wage statement with each wage payment as required by Labor Code section 226(a). Defendants knowingly and intentionally failed to provide Plaintiff and members of the Non-Exempt Class with each wage payment an accurate wage statement.

126. Defendants’ failure to provide accurate wage statements deprived Plaintiff and members of the Non-Exempt Class of the ability to promptly and easily understand and question the calculation and rate of pay and hours used to calculate the wages paid by Defendants. Plaintiff and members of the Non-Exempt Class, therefore, had no way to dispute any error in the payment or calculation of their wages, all of which resulted in an unjustified economic enrichment to Defendants, and Plaintiff and members of the

1 Non-Exempt Class suffered actual damages as a result.

2 127. Defendants' failure to provide accurate itemized wage statements constitutes an injury as
3 defined under Labor Code section 226(e)(2)(B). Therefore, Plaintiff and members of the Non-Exempt
4 Class have suffered an injury for purposes of Labor Code section 226 and are entitled to recover the greater
5 of all actual damages or the amount specified in section 226 per violation.

6 128. Plaintiff and Non-Exempt Class members suffered and continue to suffer injuries, losses
7 and actual damages as a direct result of Defendants' Labor Code violations, including lost interest on such
8 wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligations,
9 in an amount to be shown according to proof at trial.

10 129. Plaintiff seeks to recover all available remedies including, but not limited to damages,
11 penalties, attorney's fees, costs, and injunctive relief to the fullest extent permitted by law.

12 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

15 (Violations of Labor Code sections 201, 202, 203)

16 (Alleged By Plaintiff Individually and On Behalf of the Waiting Time Penalties Subclass

17 Against All Defendants)

18 130. Plaintiff re-alleges and incorporates by reference the allegations contained in the
19 paragraphs above, as though fully set forth herein.

20 131. Plaintiff and Waiting Time Penalties Subclass members were and are non-exempt
21 employees of Defendants in California within the meaning of the Labor Code and the applicable IWC
22 Wage Order.

23 132. Labor Code section 201 requires Defendants to immediately pay any wages, without
24 abatement or reduction, to any employee who is discharged. Labor Code section 202 requires Defendants
25 to pay any and all wages due and owing to an employee not having a written contract for a definite period,
26 who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless
27 the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee
28 is entitled to his or her wages at the time of quitting.

133. For violation of Labor Code sections 201 and 202, Labor Code section 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

134. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiff and the Waiting Time Penalties Subclass all wages due and owing to them, including overtime wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, as well as all meal period premiums and rest period premiums owed within the time required by Labor Code sections 201 and 202, as applicable.

135. To date, Plaintiff has not yet received all wages due and payable, including but not limited to, overtime wages and meal and rest period premium wages owing to her. On information and belief, members of the Waiting Time Penalties Subclass have not yet received all overtime wages and meal and rest premium wages due and owing to them.

136. As a direct result of Defendants' violations alleged herein, Plaintiff and the Waiting Time Penalties Subclass members suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

137. Plaintiff seeks all available remedies for Defendants' violations to the fullest extent permissible.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

EIGHTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.

(Alleged By Plaintiff Individually and On Behalf of the Non-Exempt Class Against All Defendants)

138. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above, as though fully set forth herein.

139. California Business & Professions Code section 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice..."

140. Defendants' Labor Code and IWC Wage Order violations alleged herein constitute "unlawful, unfair or fraudulent business act or practices," which are prohibited by Business and

1 Professions Code sections 17200-17208 and include, but are not limited to: (i) failure to provide proper
2 meal and rest periods and pay Plaintiff and the Non-Exempt Class premium wages for failure to provide
3 compliant meal and rest periods; (ii) failure to pay Plaintiff and the Non-Exempt Class all regular,
4 minimum, and overtime wages for all hours suffered or permitted to work and under the control of
5 Defendants; (iii) failure to indemnify Plaintiff and the Non-Exempt Class for necessary business expenses
6 incurred in direct consequence of the discharge of their duties and under the direction of Defendants; (iv)
7 failure to maintain accurate records of the hours that Plaintiff and the Non-Exempt Class worked while
8 employed by Defendants; (v) failure to provide Plaintiff and the Non-Exempt Class with accurate itemized
9 wage statements; and (vi) failure to timely pay Plaintiff and members of the Waiting Time Penalties
10 Subclass all wages owed upon separation of their employment with Defendants.

11 141. Defendants intentionally avoided paying Plaintiff and the Non-Exempt Class all wages
12 and/or monies, and other financial obligations attached thereto, to create for Defendants an artificially
13 lower cost of doing business, and thus, undercut its competitors.

14 142. Defendants lowered its costs of doing business by paying Plaintiff and the Non-Exempt
15 Class an amount less than what is required by the California Labor Code and the applicable Wage Order
16 of the Industrial Welfare Commission, thereby unfairly forcing Plaintiff and other similarly situated
17 employees to perform work without fair compensation and benefits.

18 143. Defendants held themselves out to Plaintiff and the Non-Exempt Class as being
19 knowledgeable about, and adhering to, the employment laws of California at all times relevant herein.
20 Plaintiff and the Non-Exempt Class relied on and believed in Defendants' representation concerning
21 Defendants' adherence to the California laws, all to their detriment.

22 144. Defendants' scheme to lower its payroll and operation costs and thus profit, by withholding
23 money owed to the class and withholding wages, compensation and benefits, which are all the property
24 of Plaintiff and the Non-Exempt Class, in violation of the California Labor Code and the IWC Wage
25 Orders, as alleged herein, constitutes an "unlawful, unfair or fraudulent business act or practice," under
26 California Business and Professions Code section 17200, *et seq.* As a result of Defendants' unfair
27 competition, Plaintiff and the Non-Exempt Class suffered injury in fact by losing money and/or property.

28 145. Business and Professions Code section 17204, states, in relevant part, "[a]ctions

1 for relief pursuant to this chapter shall be prosecuted...by...a person who has suffered injury in fact and
2 has lost money or property as a result of the unfair competition.”

3 146. Defendants acquired money and property owed to Plaintiff and the Non-Exempt Class by
4 means of an unlawful practice that constitutes unfair competition as defined by Business and Professions
5 Code section 17200, *et seq.*

6 147. Plaintiff and the Non-Exempt Class are persons in interest under Business and Professions
7 Code section 17203 to whom money and property should be restored. Business and Professions Code
8 section 17203 states, in relevant part, that “any person may pursue representative claims or relief on behalf
9 of others only if the claimant meets the standing requirements of Section 17204.”

10 148. Plaintiffs are people who suffered injury in fact and lost money, wages, compensation, and
11 benefits, as a result of Defendants’ unfair competition. Thus, pursuant to Business and Professions Code
12 sections 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of herself and
13 the putative classes.

14 149. Pursuant to Business and Professions Code section 17203, “[t]he court may make such
15 orders or judgments, as may be necessary to restore to any person in interest any money or property, real
16 or personal, which may have been acquired by means of such unfair competition.”

17 150. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the
18 Non-Exempt Class by committing the unlawful acts alleged herein. Thus, Defendants must make
19 restitution and/or be subject to other equitable relief pursuant to Business & Professions Code section
20 17203, and restore all unpaid wages to Plaintiff and the Non-Exempt Class.

21 151. Plaintiff and the Non-Exempt Class suffered and continue to suffer loss of wages and
22 monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

23 152. Plaintiff seeks all available remedies on behalf of themselves and on behalf of the Non-
24 Exempt Class, including, but not limited to, restitution of all wages and all monies owed, all in an amount
25 to be shown according to proof at trial. All such remedies are cumulative of relief available under other
26 laws, pursuant to Business & Professions Code section 17205.

27 WHEREFORE, Plaintiff prays for relief as hereinafter requested.
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- a. For general damages;
- b. For special damages;
- c. For the greater of actual damages or statutory penalties as provided under Labor Code § 226(e);
- d. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, 1194, and 2802;
- e. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and the Orders of the Industrial Welfare Commission;
- f. For waiting time penalties under Labor Code § 203;
- g. For restitution as provided by Business and Professions Code §17200 *et seq.*;
- h. For an order requiring Defendants to restore and disgorge all funds to Plaintiff acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §17200 *et seq.*;
- i. For an award of damages in the amount of unpaid compensation and monies including, but not limited to actual damages, unpaid wages, overtime wages, waiting time penalties and other penalties according to proof, including interest thereon;
- j. For an award of an additional hour of pay at the regular rate of compensation pursuant to Labor Code §226.7(b) for each meal and rest period not in accordance with an applicable Order of the Industrial Welfare Commission;
- k. For an order imposing a constructive trust upon the Defendants to compel them to transfer wages that have been wrongfully obtained and held by Defendants to unpaid employees;
- l. For an accounting to determine all money wrongfully obtained and held by Defendants;

- 1 m. For a declaratory judgment that Defendants have violated Labor Code §§ 201, 202,
2 226, 226.7, 510, 512, 1194, 1198, 2802, and the “Hours and Days of Work,” “Records”
3 and “Meal Periods” sections of the Wage Order of the Industrial Welfare Commission;
4 n. For pre and post-judgment interest; and
5 o. For such other relief as the Court deems just and proper.

6 **JURY TRIAL DEMAND**

7 Please take notice that Plaintiff demands trial by jury on all Causes of Action.

8
9 Dated: December 3, 2021

GRAHAMHOLLIS APC

10
11 By: Nathan Reese

12 HALI ANDERSON
13 NATHAN J. REESE
14 Attorneys for Plaintiff
15 CRYSTAL SARUCA
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