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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

KARNELYA LESLEY PRICE
 individually, and on behalf of all others
 similarly situated,

PLAINTIFF,

vs.

CALIFORNIA PLASTIC CONTAINERS,
 INC., a California Corporation; and
 DOES 1 through 50, inclusive,

DEFENDANT.

Case No: **22STCV11693**

**CLASS ACTION COMPLAINT FOR
 DAMAGES, INJUNCTIVE RELIEF,
 DECLARATORY RELIEF, PENALTIES
 AND RESTITUTION**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED (Cal. Lab. Code §§ 204, 218, 1194, 1194.2);**
- 2. FAILURE TO PAY OVERTIME WAGES (Cal. Lab. Code §§ 218, 510, 1194);**
- 3. FAILURE TO PROVIDE MANDATORY MEAL AND REST BREAKS (Cal. Lab. Code §§ 226.7, 512);**
- 4. FAILURE TO PAY BUSINESS EXPENSES VIOLATION (Cal. Lab. Code § § 2802)**
- 5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Cal. Lab. Code §§ 226, 1174);**
- 6. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and**
- 7. CIVIL PENALTIES FOR PRIVATE ATTORNEY GENERAL ACT ("PAGA") VIOLATIONS §§ 2699 *et seq.* ("PAGA");**

DEMAND FOR JURY TRIAL

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3 1. Plaintiff KARNELYA LESLEY PRICE (“PLAINTIFF”), individually, and on
4 behalf of herself and classes of those similarly situated, files this Class Action Complaint against
5 Defendant CALIFORNIA PLASTIC CONTAINERS, INC., a California Corporation
6 (“DEFENDANT CPC”) and DOES 1 through 50 (mutually referenced as “DEFENDANTS”), and
7 alleges as follows:
8

9 **I. INTRODUCTION AND FACTUAL BACKGROUND**

10 2. PLAINTIFF bring this class action pursuant to California Code of Civil
11 Procedure § 382 against DEFENDANTS for, among other things: (a) nonpayment of wages
12 (including minimum wages and overtime wages); (b) non-compliant meal periods; (c) non-
13 compliant rest breaks; (d) failure to reimburse business expenses; and (e) failure to provide
14 accurate wage statements.

15 3. For the (4) four years prior to the filing of the original Complaint (plus any tolling)
16 to the present (the “Class Period”), DEFENDANTS have and continue to employ non-exempt
17 hourly employees.

18 4. PLAINTIFF is informed and believes, and thereon alleges, that at all times herein
19 mentioned, DEFENDANTS were advised by skilled lawyers, other professionals, employees and
20 advisors knowledgeable about California labor and wage laws, including employment and personnel
21 practices.

22 5. California Labor Code § 1198 provides: “The maximum hours of work and the
23 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
24 standard conditions of labor for employees. The employment of any employee for longer hours than
25 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

26 6. In accordance with its power under California Labor Code § 1198, the Industrial
27 Welfare Commission (“IWC”) adopted Wage Orders (“IWC Wage Orders”) prescribing the
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1 minimum wages, maximum hours, and standard conditions of employment for employees in
2 California.

3 7. During the relevant time period, DEFENDANTS did not authorize and permit
4 lawful rest and meal breaks for PLAINTIFF and Class. This was based on DEFENDANTS'
5 policies (or lack thereof) and practices that applied to the entire Class.

6 8. PLAINTIFF and Class were regularly not provided with all compliant meal
7 periods to which they were entitled to, including a second meal period when applicable.
8 DEFENDANTS required PLAINTIFF and Class members to regularly work and remain under
9 DEFENDANTS' control during meal periods. DEFENDANTS required PLAINTIFF and Class
10 to use their personal phone regularly for work to answer texts and/or calls and clock in and out
11 for meal periods and rest breaks. This resulted in interrupted meal periods that were not
12 sufficiently long to comply with the law or a complete lack of a meal period. This includes that
13 members of the Class were required to clock out and then spend time getting to designated
14 areas before they could take their meal periods but were not paid for this time. DEFENDANTS
15 were aware of this, but PLAINTIFF and Class still had thirty (30) minutes deducted from their
16 daily time, despite the fact that PLAINTIFF and Class were working/under DEFENDANTS'
17 control for part of or all of their meal periods, and meal period premiums were not paid. Based
18 on the hours PLAINTIFF and Class worked, the time spent working during meal periods (for
19 which PLAINTIFF and Class were not paid) would be overtime hours, resulting in overtime
20 wages owed and not paid, plus minimum wage claims and liquidated damages.

21 9. Furthermore, meal periods (including second meal periods) were regularly not
22 provided or were untimely because of the pressure DEFENDANTS put on PLAINTIFF and
23 Class members to work more. DEFENDANTS did not pay compliant meal period premiums to
24 PLAINTIFF and Class.

25 10. Additionally, DEFENDANTS' non-exempt employees were not authorized or
26 permitted to take lawful rest breaks as required by law. Due to DEFENDANTS' rest break
27 policy and procedures (including as noted above that they were required to spend time under
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1 the control of DEFENDANTS as part of any alleged rest break while making their way to the
2 designated break areas), PLAINTIFF and Class could not and did not take their lawful first rest
3 break and did not receive a second rest break. DEFENDANTS were aware that PLAINTIFF
4 and Class did not receive proper rest breaks but did not pay PLAINTIFF and Class a compliant
5 rest break premium.

6 11. As such, PLAINTIFF and Class, were not authorized or permitted lawful meal
7 periods or rest breaks, nor were they provided with one hour's wages in lieu thereof in violation of,
8 among others, California Labor Code §§ 512 and 226.7 and applicable IWC Wage Orders. This has
9 also resulted in a failure to pay for all wages for hours worked during meal periods. The wages
10 include regular time wages, overtime, and minimum wages (with the resulting liquidated
11 damages)

12 12. DEFENDANTS' non-exempt employees were not authorized and permitted lawful
13 meal periods and rest breaks; and were not provided with one hour's wages in lieu thereof, in one
14 or more of the following manners:

- 15 a. Employees were regularly not authorized and permitted full and timely thirty-
16 minute meal periods for workdays in excess of (5) five and/or ten (10) hours
17 and were not compensated one hour's wages in lieu thereof, all in violation of,
18 among others, California Labor Code §§ 226.7, 512, and applicable IWC Wage
19 Orders;
20
21 b. Employees were regularly not authorized and permitted full and timely ten-
22 minute rest breaks for workdays in excess of four (4) and/or eight (8) and/or
23 twelve (12) hours and were not compensated one (1) hour's wages in lieu
24 thereof, all in violation of, among others, California Labor Code §§ 226.7 and
25 applicable IWC Wage Orders;
26
27 c. Employees were required to work through their daily meal period(s) and rest
28 break(s) and/or remain under the control of DEFENDANTS for all or part of these;
d. Employees were required to work longer than four (4) hours before being allowed

1 to take a rest period; and

- 2 e. Employees were severely restricted in their ability to take a meal period or a rest
3 break.

4 13. On information and belief, PLAINTIFF alleges that PLAINTIFF and the Class
5 did not waive meal periods during the Class Period.

6 14. During the course of PLAINTIFF's and Class members' employment,
7 DEFENDANTS also failed to compensate PLAINTIFF and Class members for all hours worked
8 (including minimum wage and overtime wages). This includes, as noted above, that
9 PLAINTIFF and Class were required to work during their meal periods or remain under the
10 control of DEFENDANTS, but the full thirty minutes was still deducted from their pay.

11 15. Despite PLAINTIFF and Class regularly working in excess of eight (8) hours
12 per day and/or forty (40) hours per week, PLAINTIFF and Class were not paid all wages, or
13 wages at the proper rate, for this time as required by California Labor Code §§ 510 and 1194
14 in one or more of the following manners:

- 15 a. By failing to pay for all hours worked/under the control of DEFENDANTS;
16 b. By failing to pay for all hours worked at the appropriate rate;
17 c. By deducting time for meal periods during which employees were actually
18 working/under DEFENDANTS' control;
19 d. Through failure to maintain proper records; and
20 e. Through other methods to be discovered.

21 16. Furthermore, DEFENDANTS failed to reimburse PLAINTIFF and Class
22 members for reasonable business expenses. This includes refusing to pay for the use of personal
23 cell phones and electronic devices for DEFENDANTS' business. DEFENDANTS required
24 PLAINTIFF and Class to use their personal phone regularly for work to answer texts and/or
25 calls and clock in and out for meal period and rest breaks.

26 17. Furthermore, as a result of DEFENDANTS' illegal and unlawful conduct as set forth
27 above, DEFENDANTS have knowingly and intentionally failed to comply with the itemized wage-
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1 statement provisions and have failed to pay the damages and penalties for said violations as required
2 by California law, including the failure to include gross and net wages earned, total hours worked
3 and the applicable rate of pay, meal period and rest break premiums. DEFENDANTS also failed to
4 record hours and meal periods and maintain accurate payroll in violation of California Labor Code
5 §§ 226 and 1198, as well as applicable IWC Wage Orders.

6 18. Furthermore, DEFENDANTS failed to timely pay for all wages owed to
7 employees Class upon termination of employment. As detailed above, they were not provided
8 proper meal periods and/or rest breaks and were not provided with a one (1) hour penalty in
9 lieu thereof and were not paid all wages owed.

10 19. As a result of the above, DEFENDANTS has also engaged in unfair, fraudulent, and
11 deceptive business practices within the meaning of the California Business and Professions Code §§
12 17200, *et seq.*, as further detailed below.

13 20. PLAINTIFF, on behalf of herself and the non-exempt employees, brings this
14 action pursuant to California Labor Code §§ 204, 210, 218, 226, 226.7, 510, 512, 558, 558.1,
15 1194, 1194.2, 1197, 1197.1, and 1198 *et seq.*, and the applicable IWC Wage Orders seeking
16 unpaid wages (including minimum and overtime wages), unpaid meal period and rest break
17 premiums, penalties, injunctive and other equitable relief, and reasonable attorneys' fees and
18 costs.
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20 21. PLAINTIFF, on behalf of herself and the non-exempt employees, pursuant to
21 Business and Professions Code §§ 17200, *et seq.*, also seeks injunctive relief, and restitution from
22 DEFENDANTS for their failure to pay the wages and penalties as set forth above.

23 II. THE PARTIES

24 A. PLAINTIFF

25 22. PLAINTIFF Karnelya Lesley Price is a resident of Long Beach, California.
26 PLAINTIFF is currently employed by DEFENDANT CPC as an inspector and her employment
27 with DEFENDANT CPC began August 9, 2019. PLAINTIFF will serve as an adequate, typical
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1 and active participant and Class representative for the proposed Class and/or Subclasses as
2 defined herein.

3 23. As detailed above, PLAINTIFF was not paid for all hours worked, was not provided
4 all compliant meal periods and was not authorized and permitted all and rest breaks during the Class
5 Period. PLAINTIFF was also not reimbursed for business expenses including for use of her personal
6 cell phone and other electronic devices.

7 24. PLAINTIFF reserves the right to seek leave to amend this Complaint to add new
8 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
9 *American Savings and Loan Association*, 5 California 3d 864, 872 (1971) and other applicable
10 law.

11 **B. DEFENDANT**

12 25. DEFENDANT CPC is a manufacturer that provides quality blow-molded plastic
13 packaging solutions.

14 26. DEFENDANT CPC employed PLAINTIFF and other non-exempt employees in
15 California. The illegal and unlawful policies and practices described herein were performed by
16 DEFENDANT CPC in California.

17 27. DEFENDANT CPC was and is, upon information and belief, a California
18 Corporation with the capacity to sue and to be sued, and was and is doing business, in the State
19 of California, with a principal place of business in the County of Los Angeles.

20 28. The true names and capacities, whether individual, corporate, associate or
21 otherwise, of defendants DOES 1 through 50 are unknown to PLAINTIFF, who therefore sues
22 DOES 1 through 50 by these fictitious names pursuant to California Code of Civil Procedure § 474.
23 PLAINTIFF further alleges that each of these fictitious defendants is in some manner responsible
24 for the acts and occurrences herein set forth. PLAINTIFF will amend this Complaint to show these
25 defendants' true names and capacities when ascertained, as well as the manner in which each
26 fictitious defendant is responsible.
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1 29. At all times mentioned herein, the defendants named as DOES 1-50, inclusive,
2 and each of them, were residents of, doing business in, availed themselves of the jurisdiction
3 of, and/or injured PLAINTIFF, Class, and aggrieved employees in the State of California.

4 30. At all times mentioned herein, each defendant was the agent, servant, or
5 employee of the other DEFENDANTS in acting and omitting to act as alleged herein did so
6 within the course and scope of that agency or employment.

7 **III. JURISDICTION AND VENUE**

8 31. The unlawful acts alleged herein arise under the laws of the State of California
9 and have a direct effect on PLAINTIFF and other employees who work and/or performed work
10 within the State of California.

11 32. California Business and Professions Code § 17204 provides that any person
12 acting on their or their own behalf may bring an action in a court of competent jurisdiction.

13 33. The Superior Court of California, County of Los Angeles, has personal
14 jurisdiction over DEFENDANTS because: (1) they operate within this County; (2) are
15 qualified with the California Secretary of State to do business and are doing business in
16 California, and in this County; and (3) because many of the acts complained of occurred and
17 arose in California, and specifically, the County of Los Angeles. Additionally, DEFENDANT
18 CPC is either a citizen of California, has sufficient minimum contacts in California, or otherwise
19 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it
20 by the California courts consistent with traditional notions of fair play and substantial justice.

21 34. Venue as is proper in this judicial district, pursuant to California Code of Civil
22 Procedure § 395, as one or more of the named DEFENDANTS resides, transacts business, or
23 has offices in this county and the acts and omissions alleged herein took place in this county.

24 35. California Labor Code §§ 2699 *et seq.*, the PAGA authorizes aggrieved employees
25 to sue directly for various civil penalties under the California Labor Code.

26 36. PLAINTIFF timely provided notice to the California Labor Workforce
27 Development Agency (“LWDA”) and to DEFENDANT CPC, pursuant to California Labor Code
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§ 2699.3(a). Therefore, PLAINTIFF may proceed with this action for penalties pursuant to California Labor Code § 2699 *et seq.*

IV. CLASS ACTION ALLEGATIONS

37. PLAINTIFF is a non-exempt employee who was employed by DEFENDANT CPC during the Class Period.

38. PLAINTIFF brings this action individually, as well as on behalf of each and all other persons similarly situated, in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seeks class certification under California Code of Civil Procedure § 382.

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

All individuals (a) who are currently or formerly employed by DEFENDANT CPC and performed work in California as non-exempt hourly employees or similar job position, job title, job code, job classification, or job description, and (b) who were subject to DEFENDANTS' illegal policies and practices as alleged herein during the Class Period.

40. The proposed Subclasses consist of and are defined as:

UNPAID WAGE SUB-CLASS: All members of the Class who DEFENDANTS failed to pay an hourly wage for each hour worked (or other required compensation) during the Class Period.

OVERTIME SUB-CLASS: All members of the Class who were not paid overtime compensation (or not paid at the applicable overtime rate) for all hours worked in excess of eight hours per day and/or 40 hours per week.

MEAL PERIOD SUB-CLASS: All members of the Class who were not authorized and permitted to take a thirty (30) minute, uninterrupted meal period for every five (5) hours worked per day, and were not compensated one hour's pay for each day on which such meal period was not authorized and permitted.

REST BREAK SUB-CLASS: All members of the Class who were not authorized and permitted to take a 10-minute, uninterrupted rest break for every four (4) hours worked per day, or major fraction thereof, and were not compensated one (1)

hour's pay for each day on which such rest break was not authorized and permitted.

BUSINESS EXPENSE SUB-CLASS: All members of the Class who DEFENDANTS failed to reimburse for all business expenses during the Class Period.

WAGE STATEMENT SUB-CLASS: All members of the Class that DEFENDANTS did not provide accurate itemized wage statements showing all hours actually worked, all wages earned, meal period and rest break premiums and the applicable rates of pay during the Class Period.

UCL SUB-CLASS: All members of the Class who, during the Class Period, are owed restitution of unpaid wages resulting from DEFENDANTS' systematic violations of California's Labor Code and the Wage Orders.

41. Throughout discovery in this litigation, PLAINTIFF may find it appropriate and/or necessary to amend the definition of the Subclasses and reserves the right to do so. In any event, PLAINTIFF will formally define and designate a class definition at such time when PLAINTIFF seeks to certify the Class or Subclasses defined herein.

42. At all material times, PLAINTIFF is a member of the Class.

43. There is a well-defined community of interest in the litigation and the Class is 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 PLAINTIFF at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of DEFENDANTS' employment records.

b. Typicality: PLAINTIFF is 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. PLAINTIFF's claims (or defenses, if any) are typical of all Class members as demonstrated herein.

- 1 c. Adequacy: PLAINTIFF is qualified to, and will, fairly and adequately protect the
2 interests of each Class member with whom there is a shared, well-defined
3 community of interest and typicality of claims, as demonstrated herein. PLAINTIFF
4 acknowledge that PLAINTIFF has an obligation to make known to the Court any
5 relationship, conflicts, or differences with any Class member. PLAINTIFF's
6 attorneys, the proposed Class counsels, are well versed in the rules governing class
7 action discovery, certification, and settlement.
- 8 d. Superiority: The nature of this action makes the use of class action adjudication
9 superior to other methods. A class action will achieve economies of time, effort, and
10 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
11 because the same issues can be adjudicated in the same manner and at the same time
12 for the entire Class.
- 13 e. Public Policy Considerations: Employers in the State of California violate
14 employment and labor laws every day. Current employees are often afraid to assert
15 their rights out of fear of direct or indirect retaliation. Former employees are fearful
16 of bringing actions because they believe their former employers might damage their
17 future endeavors through negative references and/or other means. Class actions
18 provide the Class who are not named in the complaint with a type of anonymity that
19 allows for the vindication of their rights at the same time as their privacy is
20 protected.
- 21 f. Manageability of Class and Common Proof: The nature of this action and the
22 nature of laws available to PLAINTIFF make use of the class action format and
23 procedure a particularly efficient and appropriate procedure to afford relief to
24 PLAINTIFF and Class for the wrongs alleged herein. Specifically, liability will
25 turn on DEFENDANTS' own uniform, systematic practices of failing to
26 properly pay their employees, failing to provide lawful meal periods and
27 authorize and permit lawful rest breaks, and failing to reimburse business
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1 expenses in violation of California law during the Class Period. Therefore, the
2 wage violations are predominant questions of fact that are easily capable of
3 being determined through manageable devices of common proof, such as
4 statistical random sampling, survey evidence based on scientific principles,
5 representative testimony, documentary evidence and common
6 practices/procedures of DEFENDANTS in treating each of the members of the
7 Class as a homogeneous group. Once the predominant issues of wage
8 compliance are determined, then each of the derivative Subclass claims and
9 damages suffered by each member of the Class will be capable of being shown
10 by several means of common proof and limited by individual showings of
11 entitlement to recovery that can be professionally administered and tailored to
12 the facts and circumstances of the case.

13 44. There are common questions of law and fact as to the Class (and each Subclass, if
14 any) that predominate over questions affecting only individual members, including but not limited
15 to:
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- 17 a. Whether DEFENDANTS' failure to pay wages, without abatement or reduction, in
18 accordance with the California Labor Code, was willful;
- 19 b. Whether DEFENDANTS deprived PLAINTIFF and Class of lawful meal periods
20 or one hour of pay in lieu thereof or required PLAINTIFF and Class members to
21 work during meal periods without compensation;
- 22 c. Whether DEFENDANTS deprived PLAINTIFF and Class members of lawful rest
23 breaks or one hour of pay in lieu thereof;
- 24 d. Whether DEFENDANTS' conduct was willful or reckless;
- 25 e. Whether DEFENDANTS violated California Labor Code § 2802 by failing to
26 reimburse PLAINTIFF and Class members for business expenses;
- 27 f. Whether DEFENDANTS violated California Labor Code § 226 by failing to timely
28 furnish PLAINTIFF and Class with accurate wage statements;

- g. Whether DEFENDANTS violated California Labor Code §§ 204 and 210 by failing to pay employees all earned wages due;
- h. Whether DEFENDANTS engaged in unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*;
- i. Whether the Class is entitled to compensatory damages, and if so, the means of measuring such damages;
- j. Whether the members of the Class are entitled to injunctive relief;
- k. Whether the members of the Class are entitled to restitution; and
- l. Whether DEFENDANTS are liable for attorneys' fees and costs to the extent permitted by California law.

45. Class certification is appropriate under California Code of Civil Procedure § 382 because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members of the Class and Subclasses of this litigation. DEFENDANTS' policies and practices unlawfully treated members of the Class and Subclasses in a uniform fashion. The damages suffered by individual members of the Class and Subclasses are small compared to the expense and burden of individual prosecution of this litigation. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about DEFENDANTS' practices.

46. Class certification is also appropriate pursuant to California Code of Civil Procedure § 382 because DEFENDANTS have acted or refused to act on grounds generally applicable to the Class, making appropriate declaratory relief with respect to and the Class and Subclasses as a whole.

47. PLAINTIFF intends to send notice to all members of the Class and Subclasses to the extent required by law and each will be given an opportunity to opt out of the proceedings.

48. Pursuant to the PAGA, PLAINTIFF has also given notice to the LWDA of the California Labor Code violations alleged in this Complaint. The Complaint seeks all recoverable penalties for California Labor Code violations as permitted and proscribed by the PAGA. This cause of action includes allegations and remedies available under California Labor

Code §§ 2699, 2699.5, and 2933.3, among others. *See* California Labor Code § 2933.3(a)(2)(C) (“Notwithstanding any other provisions of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part within 65 days of the time periods specified in this part.”)

49. DEFENDANTS have willfully refused to pay PLAINTIFF and the Class the required compensation for all hours worked (including minimum wage, overtime, meal period and rest break premiums, failed to reimburse for business expenses, and failed to keep compliant records as required by law.)

50. DEFENDANTS’ company-wide policies and practices violate California law as pled herein. PLAINTIFF seeks declaratory relief, wages, premium wages for meal period and rest break violations, reimbursement of business expenses, liquidated damages, and other damages and penalties as permitted by California law, interest, and attorneys’ fees and costs.

V. PAGA ACTION ALLEGATIONS

51. Pursuant to the California Labor Code, California law and applicable Wage Order, PLAINTIFF is entitled to various “civil penalties,” where appropriate and to the extent permitted by law and California Labor Code §§ 2699 *et seq.*

52. PLAINTIFF, as an aggrieved party, on January 17, 2022, has notified the LWDA of DEFENDANTS’ California Labor Code and other violations as alleged herein with intent to seek all civil penalties under the PAGA. The LWDA has not indicated that it will investigate, and the waiting period has expired.

53. The PAGA cause of action is brought for labor violations committed against the following group of Aggrieved Employees: all hourly employees who are currently employed or have been employed by DEFENDANTS in the state of California within the statutory period.

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1 VI. CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 (Failure to Pay Wages for All Hours Worked)

4 (California Labor Code §§ 204, 210, 218, 1194, and 1194.2)

5 (Brought By PLAINTIFF on Behalf of PLAINTIFF

6 and Class Against All DEFENDANTS)

7 54. PLAINTIFF realleges and incorporates by this reference each of the preceding
8 and foregoing paragraphs as if fully set forth herein.

9 55. At all times herein relevant, California Labor Code §§ 204, 218, 1194 and
10 1194.2, and the applicable Wage Orders were in full force and effect. California Labor Code §
11 204 requires employers to pay all wages earned by any employee due and payable twice during
12 each calendar month.

13 56. Pursuant to California Labor Code § 218, PLAINTIFF may bring a civil action
14 for unpaid wages due directly against the employer.

15 57. At all times relevant herein, PLAINTIFF's and Class' employment with
16 DEFENDANTS was governed by applicable IWC Wage Orders for California regulations that
17 state "every employer shall pay to each employee wages...for all hours worked." *See e.g.* 8
18 California Code Regulations §11010.

19 58. "Hours worked" is defined as "the time during which an employee is subject to
20 the control of an employer and includes all the time the employee is suffered or permitted to
21 work, whether or not required to do so." IWC Wage Orders

22 59. At all times pertinent hereto, California Labor Code § 1194 provided:
23 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
24 the legal minimum wage or the legal overtime compensation applicable to the employee is
25 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
26 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
27 suit."

28 60. At all times pertinent hereto, California Labor Code § 1194.2 provides for the

1 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at
2 the rate specified in California Civil Code § 3289.

3 61. California Labor Codes §§ 218.5, 218.6, 1194(a) and 1194.2(a) provide that an
4 employee who has not been paid the legal wage may recover the unpaid balance and together
5 with attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the
6 wages unpaid and interest thereon.

7 62. At all relevant times herein, DEFENDANTS were required to compensate
8 PLAINTIFF and the members of the Class for all hours worked pursuant to California Labor
9 Code § 1194.

10 63. By uniformly failing to track and record all of the hours worked by PLAINTIFF
11 and aggrieved employees, requiring PLAINTIFF and Class to work off the clock, and deducting
12 a full thirty (30) minutes for meal periods when a shorter time had been taken (or no meal
13 period was taken or provide at all), DEFENDANTS were able to skim wages from employees
14 by not paying them a separate hourly wage for each and every hour worked as required by
15 California law. Through this unlawful and illegal policy and practice, DEFENDANTS failed to
16 pay PLAINTIFF and members of the Class all wages owed to them.

17 64. By the course of conduct set forth above, DEFENDANTS failed to pay all wages
18 and violated the minimum wage requirements as set forth in California Labor Code §§ 218 and
19 1194.

20 65. PLAINTIFF is informed and believe and based thereon alleges that the result of
21 the unlawful and illegal policy and practice caused damage in the nonpayment of minimum and
22 regular wages to herself and the proposed Class and/or Unpaid Wage Subclass, in an amount
23 according to proof at trial.

24 66. PLAINTIFF is informed and believes that the nonpayment of wages is fixed and
25 ascertainable on a class-wide basis such that prejudgment interest on those wages is
26 recoverable.

27 67. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set
28 forth herein, PLAINTIFF and members of the Class have sustained damages, including loss of

1 earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute.

2 68. Pursuant to California Labor Code § 1194, PLAINTIFF and the proposed Class
3 and/or Unpaid Wage Subclass are entitled to, and seek to, recover unpaid minimum wage and
4 overtime compensation, and other unpaid wages, plus interest, penalties, attorneys' fees and
5 costs, and liquidated damages in an amount equal to the amount unlawfully unpaid according
6 to California Labor Code § 1194.2. The specific amounts are to be determined at trial.

7 **SECOND CAUSE OF ACTION**

8 **(Failure to Pay Overtime Wages)**

9 **(California Labor Code §§ 510 and 1194)**

10 **(Brought By PLAINTIFF on Behalf of PLAINTIFF**

11 **and Class Against All DEFENDANTS)**

12 69. PLAINTIFF realleges and incorporates by this reference each of the preceding
13 and foregoing paragraphs as if fully set forth herein.

14 70. PLAINTIFF seeks to represent the proposed Class or, in the alternative, the
15 Overtime Subclass as a basis to enforce equal or greater protections for wages owed that are
16 offered by California law. As the practices alleged herein are uniform, systematic and
17 continuous and affect each proposed member of the Class in a legally identical way,
18 PLAINTIFF, at the appropriate time will move to certify the Class or Overtime Subclass to the
19 extent permitted by California Code of Civil Procedure § 382.

20 71. PLAINTIFF and members of the Class were at all times subject to California's
21 laws and regulations protecting employees' entitlement to be paid and presumption to be paid
22 overtime wages for requisite hours worked beyond a normal workday or a normal work week,
23 as specified, without limitation, by California Labor Code §§ 510 and 1194 and applicable Wage
24 Orders.

25 72. California law requires employers, such as DEFENDANT, to pay overtime
26 compensation to all nonexempt employees for all hours worked over forty (40) hours per week
27 or over eight (8) hours per day. California Labor Code § 204 establishes the fundamental right
28 of all employees in the State of California to be paid wages, including straight time and

overtime, in a timely fashion for their work. This precludes any waiver for unpaid due and owing wages that remain unpaid at the time of separation.

73. California Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee.” Further, California Labor Code § 510(a) provides that “[a]ny 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.”

74. Pursuant to California Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC Wage Orders.

75. As set forth above, PLAINTIFF and Class members were entitled to be paid overtime compensation for all overtime hours worked. PLAINTIFF, and the Class, were regularly and consistently required to work overtime during the Class Period but were not paid for all overtime hours worked (including for time worked or under the control of DEFENDANTS during short or missed meal periods when the full 30 minutes for the meal break was deducted) and were not paid at the correct overtime rate of pay.

76. Throughout the Class Period, PLAINTIFF and the Class members worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek.

77. During the Class Period, DEFENDANTS did not pay PLAINTIFF and Class overtime pay for all overtime hours worked.

78. As a direct and proximate result of DEFENDANTS’ unlawful conduct as set forth herein, PLAINTIFF and Class have sustained damages, including loss of earnings for unpaid overtime hours worked, in an amount to be established at trial, prejudgment interest, and costs and attorneys’ fees, pursuant to California law.

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(Failure to Provide Compliant Meal and Rest Break)
(California Labor Code §§ 226.7 and 512, and Industrial Wage Orders
(Brought By PLAINTIFF on Behalf of PLAINTIFF
and Class Against All DEFENDANTS)

80. California Labor Code § 226.7(b) provides that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the [IWC] ...”

81. California Labor Code § 512(a) provides that “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

82. California Labor Code § 512(a) further provides that “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

83. California Labor Code § 516 provides that the IWC may adopt or amend working condition orders with respect to meal periods for any workers in California consistent with the health and welfare of those workers.

84. IWC Wage Orders provides that “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” “An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the

1 parties an on-the-job paid meal period is agreed to. The written agreement shall state that the
2 employee may, in writing, revoke the agreement at any time.”

3 85. IWC Wage Orders further provides that “[i]f an employer fails to provide an
4 employee a meal period in accordance with the applicable provisions of this order, the employer
5 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
6 workday that the meal period is not provided.”

7 86. Class members consistently worked over five (5) hours per shift and therefore were
8 entitled to a meal period of not less than 30 minutes prior to exceeding five (5) hours of work.

9 87. In addition, Class members worked over ten (10) hours per shift and therefore were
10 entitled to a second meal period of not less than 30 minutes prior to exceeding (10) hours of work.

11 88. Throughout the Class Period, DEFENDANTS failed to consistently allow and
12 provide the meal periods required by applicable California law, including the IWC Wage Orders.
13 PLAINTIFF and Class members regularly worked a full day and did not receive proper meal periods
14 (as detailed above.) Instead, PLAINTIFF and Class members were required and/or encouraged to
15 shorten, work through, remain under the control of defendant during or miss their meal periods,
16 were prevented from taking meal periods until past the 5th hour or 10th hour, or had their meal periods
17 interrupted or limited.
18

19 89. DEFENDANTS failed to provide PLAINTIFF and Class members compliant meal
20 periods as required by law or compensate them at one (1) hour of “premium wage” at the employee’s
21 regular rate of pay for each day that a meal period was not authorized, permitted or otherwise
22 compliant with California law.

23 90. Class members did not waive their meal periods by mutual consent with
24 DEFENDANTS or otherwise.

25 91. Class members did not enter into any written agreement with DEFENDANTS
26 agreeing to an on-the-job paid meal period.
27
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1 92. Similarly, PLAINTIFF and the Class members were entitled to be authorized and
2 permitted paid, duty-free, uninterrupted ten (10) minute rest periods for every four (4) hours worked
3 (or every major fraction thereof)

4 93. PLAINTIFF and the Class regularly worked shifts in excess of four (4) hours
5 without being permitted the opportunity to take a paid rest period of at least ten (10) consecutive
6 minutes, uninterrupted, relieved of all job duties; worked more than six (6) hours at a time without
7 being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period, relieved of all
8 job duties; worked shifts in excess of ten hours without being allowed a third paid ten (10)
9 consecutive minute, uninterrupted, rest period, relieved of all job duties.

10 94. DEFENDANTS failed to authorize and permit PLAINTIFF and Class members to
11 take adequate rest periods as required by law or compensate them at one (1) hour of “premium
12 wage” at the employee’s regular rate of pay for each day that a rest period was not authorized,
13 permitted or otherwise compliant with California law.

14 95. PLAINTIFF and Class members are therefore entitled to payment of additional
15 wages as provided by law.

16 96. DEFENDANTS failed to comply with the required meal period and rest break laws
17 established by California Labor Code §§ 226.7, 512, 516 and the IWC Wage Orders.

18 97. Therefore, the Class or, in the alternative, the Meal Period Subclass and the Rest
19 Period Subclass, were effectively deprived of their legally requisite meal-and-rest periods.

20 98. Under the IWC Wage Order– which states, “[i]f an employer fails to provide an
21 employee a meal or rest ... period in accordance with a state law ..., the employer shall pay the
22 employee one additional hour of pay at the employee’s regular rate of compensation for each
23 workday that the meal or rest ... period is not provided” – the members of the Meal Period and Rest
24 Break Subclasses are entitled to damages in an amount equal to one additional hour of pay at each
25 employee’s regular rate of compensation for each work day that the meal or rest period was not
26 provided, in a sum to be proven at trial.
27
28

1 99. Pursuant to California Labor Code § 218.6 and California Civil Code § 3287, the
2 members of the Meal Period Subclass and the Rest Period Subclass seek recovery of prejudgment
3 interest on all amounts recovered herein.

4 100. PLAINTIFF limits the recovery of “premium wages” to one (1) hour of pay per day
5 for each day that a meal period was not authorized, permitted or otherwise compliant with California
6 law, and one (1) hour of pay for each day that a rest period was not authorized, permitted or
7 otherwise compliant with California law for each employee at their respective regular rate of pay,
8 as set forth in the Division of Labor Standards Enforcement Policy Manual guidelines, for a
9 maximum recovery of two premium wage payments per employee per day.

10 **FOURTH CAUSE OF ACTION**

11 **(Failure to Reimburse for Business Expenses)**

12 **(California Labor Code § 2800 *et seq.*)**

13 **(Brought By PLAINTIFF on Behalf of PLAINTIFF**

14 **and Class Against All DEFENDANTS)**

15 101. PLAINTIFF realleges and incorporates by this reference each of the preceding
16 and foregoing paragraphs as if fully set forth herein.

17 102. California Labor Code § 2802(a) provides that “[a]n employer shall indemnify
18 his or her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequences of the discharge of his or her duties, or of his or her obedience to the directions
20 of the employer, even though unlawful, unless the employee, at the time of obeying the
21 directions, believed them to be unlawful.”

22 103. As alleged above, DEFENDANTS failed and continues to fail to reimburse the
23 Class members for all the necessary expenditures they incurred while performing their duties
24 including, but not limited to, use of personal cell phones and electronic device for
25 DEFENDANTS’ business activities. Therefore, PLAINTIFF and the Class are entitled to
26 recover from DEFENDANTS the unpaid balance of these expenses, plus interest thereon.
27

28 104. PLAINTIFF further requests an award of attorney’s fees pursuant to California

1 Labor Code §218.5 and California Code of Civil Procedure § 1021.5, and an award of
2 prejudgment interest.

3 **FIFTH CAUSE OF ACTION**

4 **(Failure to Provide Accurate Wage Statements)**

5 **(California Labor Code §§ 226, 1174, and 1174.5, and Industrial Wage Orders)**

6 **(Brought By PLAINTIFF on Behalf of PLAINTIFF**

7 **and Class Against All DEFENDANTS)**

8 105. PLAINTIFF realleges and incorporates by this reference each of the preceding and
9 foregoing paragraphs as if fully set forth herein.

10 106. DEFENDANTS knowingly and intentionally failed to provide accurate, itemized
11 wage statements including, *inter alia*, total hours worked, gross and net wages earned (including
12 minimum wage and overtime), and meal period and break premiums (including at the correct rate)
13 in accordance with California Labor Code § 226(a).

14 107. California Labor Code § 226(a) states, in pertinent part, that “[e]very employer shall,
15 semimonthly or at the time of each payment of wages, furnish each of his or his employees, either
16 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
17 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
18 gross wages earned, (2) total hours worked by the employee ..., (5) net wages earned, (6) the
19 inclusive dates of the period for which the employee is paid ..., and (9) all applicable hourly rates
20 in effect during the pay period and the corresponding number of hours worked at each hourly rate
21 by the employee ...”

22 108. California Labor Code § 226 (e)(1) states that “[a]n employee suffering injury as a
23 result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled
24 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
25 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
26 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
27 an award of costs and reasonable attorney’s fees.”
28

1 109. California Labor Code § 226(e)(2)(B) states “[a]n employee is deemed to suffer
2 injury for purposes of this subdivision if the employer fails to provide accurate and complete
3 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the
4 employee cannot promptly and easily determine from the wage statement alone one or more of the
5 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
6 period or any of the other information required to be provided on the itemized wage statement
7 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the
8 employer made from gross wages to determine the net wages paid to the employee during the pay
9 period.”

10 110. California Labor Code § 226(e)(2)(C) defines “promptly and easily determine” to
11 mean “a reasonable person would be able to readily ascertain the information without reference to
12 other documents or information.”

13 111. California Labor Code § 226(e)(3) states that the phrase “knowing and intentional
14 failure” “does not include an isolated and unintentional payroll error due to a clerical or inadvertent
15 mistake.”

16 112. From the outset, DEFENDANTS have failed to comply with California Labor Code
17 § 226. As a matter of common policy and practice, DEFENDANTS did not include the non-exempt
18 hourly employees’ “corresponding number of hours worked at each hourly rate by the employee.”
19 In addition, the wage statements distributed to PLAINTIFF and Class members did not contain all
20 wages earned (including minimum wage, overtime and meal period and rest break premiums).
21 DEFENDANTS’ knowing, and intentional omissions caused PLAINTIFF and Class members to
22 suffer “injury” by, among other things, impeding them from knowing the amount of wages to which
23 they are and were entitled.

24 113. At all times relevant herein, DEFENDANTS failed to maintain records of hours
25 worked by PLAINTIFF and Class members as required under California Labor Code § 1174(d).
26

27 114. PLAINTIFF and Class members seek (i) injunctive relief requiring DEFENDANTS
28 to comply with California Labor Code §§ 226(a) and 1174(d), (ii) the amounts provided under

1 California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for
2 the initial pay period in which a violation occurs and \$100 per employee for each violation in a
3 subsequent pay period, and (iii) attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **(Violation of California's Unfair Competition Law)**

6 **(California Business and Professions Code § 17200, *et seq.*)**

7 **(Brought By PLAINTIFF on Behalf of PLAINTIFF**

8 **and Class members Against All DEFENDANTS)**

9 115. PLAINTIFF reallege and incorporate by this reference each of the foregoing
10 paragraphs as if fully set forth herein.

11 116. DEFENDANTS' failure to pay all wages (including minimum wage and overtime
12 wages) and failure to pay compliant premium wages for noncompliant meal periods and rest breaks,
13 failure to reimburse for business expenses, constitute unlawful activity, acts and practices that are
14 prohibited by Business and Professions Code §§ 17200, *et seq.* The actions of DEFENDANTS
15 described above constitute unfair, fraudulent, and deceptive business practices, within the meaning
16 of California Business and Professions Code §§ 17200, *et seq.* DEFENDANTS have violated
17 multiple provisions of California law and provisions of the IWC Wage Orders, which has the same
18 force and effect of a violation of law. This includes, without limitation, California Labor Code
19 §§204, 210, 218, 226, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 2802, and 1198
20 *et seq.* which serve as statutory predicates for which restitution and disgorgement are owed by
21 DEFENDANTS.

22 117. PLAINTIFF and members of the UCL Subclass are entitled to an injunction,
23 restitution, and other equitable relief against such unlawful practices in order to prevent future
24 damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

25 118. As a result of these unlawful acts, DEFENDANTS have reaped and continue to reap
26 unfair benefits and illegal profits at the expense of PLAINTIFF and Class members that PLAINTIFF
27 seeks to represent. DEFENDANTS should be enjoined from this activity and make restitution for
28

1 these ill-gotten gains to restore to PLAINTIFF and Class members the wrongfully withheld wages,
2 pursuant to California Business and Professions Code § 17203, and specific performance of payment
3 of penalties ordered under California Business and Professions Code § 17202.

4 119. PLAINTIFF is informed and believes, and based thereon alleges, that
5 DEFENDANTS are being unjustly enriched through the acts described above and that PLAINTIFF
6 and the Class have and continue to suffer irreparable prejudice by DEFENDANTS' unfair practices.
7 Further, by engaging in such activities, DEFENDANTS are illegally operating at an advantage to
8 other law-abiding employers in the State of California and underpaying payroll and other applicable
9 taxes that are collected by the State and local governmental entities in California.

10 120. The illegal conduct alleged herein is continuing, and there is no indication that
11 DEFENDANTS will not continue such activity into the future. PLAINTIFF allege that if
12 DEFENDANTS are not enjoined from the conduct set forth in this Complaint, they will continue to
13 fail to pay all wages, premium wages for meal-and-rest violations, to reimburse for business
14 expenses, and fail to comply with the legal requirements addressed above, and paying appropriate
15 taxes, insurance, and unemployment withholdings.

16 121. PLAINTIFF will request that the Court issue a preliminary and permanent
17 injunction prohibiting DEFENDANTS from continuing to fail to fully pay all appropriate hourly
18 and overtime wages, compliant meal periods and rest breaks, failure to reimburse business expenses,
19 and requiring DEFENDANTS to provide accurate hourly wage statements.

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of the PAGA)**

22 **(California Labor Code §§ 2698, *et seq.*)**

23 **(Brought By PLAINTIFF on Behalf of PLAINTIFF and**
24 **Aggrieved Employees Against All DEFENDANTS)**

25 122. PLAINTIFF reallege and incorporate by this reference each of the foregoing
26 paragraphs as if fully set forth herein.
27
28

1 123. California Labor Code §§ 2698, *et seq.*, known as “PAGA,” permits
2 PLAINTIFF to recover civil penalties for the violation(s) of the California Labor Code sections
3 enumerated in California Labor Code § 2699.5.

4 124. At all times herein set forth, the PAGA was applicable to PLAINTIFF’s
5 employment by DEFENDANT.

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

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

14 127. PLAINTIFF and other employees are aggrieved employees as defined by
15 California Labor Code § 2699(c) in that they are all current or former employees of
16 DEFENDANTS who are or were employed by DEFENDANTS, and one or more of the alleged
17 violations were committed against them.

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

- 21
- 22 a. The aggrieved employee shall give written notice (“Employee’s Notice”) to the
23 LWDA and to the employer of the specific provisions of the California Labor Code
24 alleged to have been violated, including the facts and theories to support the alleged
25 violations; and
- 26 b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the
27 aggrieved employee by certified mail that it does not intend to investigate the alleged
28 violation within sixty (60) calendar days of the date of the employees LWDA

1 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
2 within sixty-five (65) calendar days of the date of the Employee's Notice to the
3 LWDA, the aggrieved employee may commence a civil action pursuant to
4 California Labor Code § 2699 to recover civil penalties in addition to any other
5 penalties to which the employee may be entitled.

6 129. PLAINTIFF provided written notice to the LWDA and to DEFENDANTS of
7 the specific provisions of the California Labor Code alleged to have been violated, including
8 the facts and theories to support the alleged violations.

9 130. PLAINTIFF has satisfied the administrative prerequisites under California
10 Labor Code § 2699.3(a) to recover civil penalties against DEFENDANTS, in addition to other
11 remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3,
12 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, and IWC Wage Orders.

13 131. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
14 California Labor Code including but not limited to the following:

- 15 a. Violation of California Labor Code § 226(a) and 226.3 for failing to provide
16 accurate wage statements, as herein alleged;
- 17 b. Violation of California Labor Code §§ 226.7 and 512 for failure to provide all
18 meal periods and rest breaks as required, or pay meal period and rest break
19 premium wages in lieu thereof, as herein alleged;
- 20 c. Violation of California Code §§ 201, 202 and 203 for failure to timely pay all
21 wages owed upon termination of employment, as herein alleged;
- 22 d. Violation of California Labor Code § § 204, 210 and 558 for failing to pay all
23 wages owed, as herein alleged;
- 24 e. Violation of California Labor Code § 510 for failing to pay all overtime wages,
25 as herein alleged;
- 26 f. Violation of California Labor Code § 1174 and IWC Wage Order for failure to
27 maintain record;
28

- g. Violation of IWC Wage Orders regarding failure to record meal periods;
- h. Violation of California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage;
- i. Violation of California Labor Code §1198 for failure to comply with standard conditions of labor; and
- j. Violation of California Labor Code § 558.1.

132. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, PLAINTIFF and all other aggrieved employees are entitled to recover civil penalties against DEFENDANT, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, and IWC Wage Orders.

133. Further PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 2699 and any other applicable statute.

VII. PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of PLAINTIFF and the Class and Subclasses she seeks to represent, prays for relief as follows:

1. For an order certifying the First through Seventh causes of action and maintaining said causes of action as a class action pursuant to California Civil Procedure Code § 382 on behalf of the Class and/or Subclasses who were either employed or who performed work here in the State of California within the Class Period and that notice of the pendency of this action be provided to Class members;
2. Designation of PLAINTIFF as the Class Representative for the Class and/or Subclasses and PLAINTIFF's attorneys as Class Counsel for the Class and/or Subclasses;
3. A declaratory judgment that the practices complained of herein are unlawful under appropriate state law;
4. Appropriate equitable relief to remedy DEFENDANTS' violations of California law

1 including, but not necessarily limited to, an order enjoining DEFENDANTS from
2 continuing their unlawful practices;

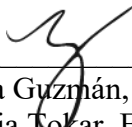
- 3 5. For an award of unpaid wages and liquidated damages in an amount equal to the
4 amount unlawfully unpaid pursuant to California Labor Code §§ 1194 and
5 1194.2;
- 6 6. For an award of unpaid overtime wages pursuant to California Labor Code §§
7 510 and 1194;
- 8 7. All appropriate California statutory penalties and civil penalties;
- 9 8. Compensation at the rate of one hour of regular pay for each instance in which a
10 member of the Class had non-compliant meal periods;
- 11 9. Compensation at the rate of one hour of regular pay for each instance in which a
12 member of the Class had non-compliant rest breaks;
- 13 10. Damages for failure to reimburse for business expenses;
- 14 11. Damages and penalties pursuant to California Labor Code §§ 226(a);
- 15 12. For an order that DEFENDANTS make restitution to PLAINTIFF and the Class due
16 to their unlawful business practices, including unlawfully collected compensation
17 pursuant to California Business and Professions Code §§ 17203 and 17204;
- 18 13. Penalties, wages and attorney's fees and costs under the PAGA;
- 19 14. Pre-judgment and post-judgment interest, as provided by law;
- 20 15. Such other equitable relief as the Court may deem just and proper; and
- 21 16. Attorneys' fees and costs of suit, including expert fees and fees pursuant to, among
22 others, California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure §
23 1021.5, and other applicable California laws.
24

25 **DEMAND FOR JURY TRIAL**

26
27 PLAINTIFF hereby demands a jury trial on all causes of action and claims with respect
28 to which PLAINTIFF has a state and/or federal constitutional right to a jury trial.

1
2 Dated: April 6, 2022

**ATTORNEYS FOR WORKERS' RIGHTS/
BISNAR | CHASE LLP**

3
4 By: 
5 Marcia Guzmán, Esq.
6 Victoria Tokar, Esq.
7 Attorneys for PLAINTIFF and Putative Classes
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