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County of Stanislaus
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

MARIA FERNANDA ZAPIEN, ROSALBA
GONZALEZ MALONADO, and ANGELICA
LOPEZ, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

WENDY'S OF THE PACIFIC, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CV-21-006838

***[FILED AS A MATTER OF RIGHT PER
CAL. LABOR CODE § 2699.3, subd.
(a)(2)(C)]***

[Assigned to Hon. Stacy Speiller, Dept. 22]

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiffs Maria Fernanda Zapien, Rosalba Gonzalez Maldonado, and Angelica Lopez
2 (collectively “Plaintiffs”), based upon facts that either have evidentiary support or are likely to
3 have evidentiary support after a reasonable opportunity for further investigation and discovery,
4 alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Wendy’s of the Pacific, Inc., and
7 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay minimum
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
12 expenses, and failure to furnish accurate wage statements.

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

19 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
20 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
22 Defendants who worked in California during the applicable statute of limitations period
23 (hereinafter referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Stanislaus County. As such, and based
26 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
27 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
28 Commission (“IWC”), and the California Business & Professions Code.

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

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

THE PARTIES

A. Plaintiffs

8. Plaintiff Maria Fernanda Zapien is a California resident that worked for Defendants in the County of Stanislaus, State of California, as a crew member, from approximately June 2020 to July 2021.

9. Plaintiff Rosalba Gonzalez Maldonado is a California resident that worked for Defendants in the County of Stanislaus, State of California, as a cook, from approximately December 2020 to July 2021.

10. Plaintiff Angelica Lopez is a California resident that worked for Defendants in the County of Merced, State of California, as a manager and safety marshal within the statutory period.

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

B. Defendants

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Wendy’s of the Pacific, Inc. is:

- (a) A California corporation with its principal place of business in Stanislaus, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Stanislaus County; and
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class and Aggrieved Employees. Wendy’s of the Pacific,

1 Inc. suffered and permitted Plaintiffs, the Class, and the Aggrieved
2 Employees to work, and/or controlled their wages, hours, or working
3 conditions.

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

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

14 15. Plaintiffs are informed and believe and thereon alleges that at all relevant times
15 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
16 and the other employees described in the class definitions below, as well as the Aggrieved
17 Employees, and exercised control over their wages, hours, and working conditions. Plaintiffs are
18 informed and believe and thereon alleges that, at all relevant times, each Defendant was the
19 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
20 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
21 the other Defendants, and was engaged with some or all of the other Defendants in a joint
22 enterprise for profit, and bore such other relationships to some or all of the other Defendants so
23 as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed
24 and believe and thereon alleges that each Defendant acted pursuant to and within the scope of the
25 relationships alleged above, that each Defendant knew or should have known about, and
26 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
27 Defendants.
28

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. Plaintiff Maria Fernanda Zapien is a California resident that worked for Defendants in the County of Stanislaus, State of California, as a crew member, from approximately June 2020 to July 2021.

17. Plaintiff Rosalba Gonzalez Maldonado is a California resident that worked for Defendants in the County of Stanislaus, State of California, as a cook, from approximately December 2020 to July 2021.

18. Plaintiff Angelica Lopez is a California resident that worked for Defendants in the County of Merced, State of California, as a manager and safety marshal within the statutory period.

19. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

20. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work off-the-clock, uncompensated. For example, Plaintiffs, the Class, and the Aggrieved Employees were required to undergo COVID temperature screening before clocking into work, off the clock and uncompensated. Further, Plaintiffs, the Class, and the Aggrieved Employees were required to wait in order for a cash register to open (wait for customer transactions to be completed) in order to clock into work each workday and when returning from meal periods, off the clock and uncompensated. Further, Plaintiffs, the Class, and the Aggrieved Employees were occasionally asked to pick up items prior to or after clocking into or out of work, off the clock and uncompensated. Plaintiff, the Class, and the Aggrieved Employees were also required to use their

1 personal cellular telephones while off the clock, and uncompensated. In maintaining a practice of
2 not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiffs,
3 the Class, and the Aggrieved Employees worked.

4 21. Throughout the statutory period, Defendants have wrongfully failed to provide
5 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
6 Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
7 Employees to work in excess of five consecutive hours a day without providing 30-minute,
8 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
9 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
10 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
11 adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take a meal
12 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
13 tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
14 periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

15 22. Throughout the statutory period, Defendants have wrongfully failed to authorize
16 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest
17 periods. Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
18 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
19 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
20 hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class,
21 and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants
22 also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right
23 to take a rest period. Moreover, Defendants did not have adequate policies or practices
24 permitting or authorizing rest periods for Plaintiffs, the Class, and the Aggrieved Employees, nor
25 did Defendants have adequate policies or practices regarding the timing of rest periods.
26 Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the
27 Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants
28 did not maintain accurate records of employee work periods, and therefore Defendants cannot

1 demonstrate that Plaintiffs, the Class, and the Aggrieved Employees took rest periods during the
2 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
3 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
4 with California law.

5 23. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
6 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
7 their duties for Defendants without reimbursement, which included the purchase of non-slip
8 shoes and face masks. Also, Plaintiffs, the Class, and the Aggrieved Employees were required to
9 use their own personal cellular telephones for work purposes, without reimbursement. Plaintiffs,
10 the Class, and the Aggrieved Employees were occasionally required to use their own vehicles for
11 work, without automobile reimbursements such as mileage and gas. Plaintiffs, the Class, and the
12 Aggrieved Employees were also required to launder and maintain their own uniforms, without
13 reimbursement.

14 24. Throughout the statutory period, Defendants willfully failed and refused to timely
15 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment all
16 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
17 premium wages. Further, Defendants did not pay Plaintiffs, the Class, and the Aggrieved
18 Employees their final paychecks immediately upon termination.

19 25. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
20 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
21 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
22 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
23 were not provided in accordance with California law, correct wages for rest periods that were not
24 authorized and permitted to take in accordance with California law, and Defendant's address).
25 Further, the wage statements do not show Defendant's address as required by California law. As
26 a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the
27 Aggrieved Employees suffered injury because, among other things:
28

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wages, overtime wages, meal period premium wages, and rest
3 period premium wages to which they were entitled, even though they were
4 entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,
6 overtime, meal period premium, and rest period premium wages, even
7 though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid
9 minimum, overtime, meal period premium, and rest period premium wages
10 at the correct California rate even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime,
12 meal period premium, and rest period premium wages at the correct
13 California rate even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,
15 overtime, meal period premium, and rest period premium owed to them;
- 16 (f) in connection with their employment before and during this action, and in
17 connection with prosecuting this action, the violations caused them to have
18 to perform mathematical computations to determine the amounts of wages
19 owed to them, computations they would not have to make if the wage
20 statements contained the required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to
22 lose entitlement and/or accrual of the full amount of Social Security,
23 disability, unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages
25 rates to which Plaintiffs, the Class, and the Aggrieved Employees were
26 entitled, and Plaintiffs and the Class were paid less than the wages and
27 wage rates to which they were entitled.
28

1 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code §
2 226(e), including actual damages.

3 **CLASS ACTION ALLEGATIONS**

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

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

9 28. The proposed Class consists of and is defined as:

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

13 29. At all material times, Plaintiffs were a member of the Class.

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

16 31. There is a well-defined community of interest in the litigation and the Class is
17 readily ascertainable:

18 (a) Numerosity: The members of the Class (and each subclass, if any) are so
19 numerous that joinder of all members would be unfeasible and impractical.

20 The membership of the entire Class is unknown to Plaintiffs at this time,
21 however, the Class is estimated to be greater than 100 individuals and the
22 identity of such membership is readily ascertainable by inspection of
23 Defendants' records.

24 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
25 protect the interests of each Class Member with whom there is a shared,
26 well-defined community of interest, and Plaintiffs' claims (or defenses, if
27 any) are typical of all Class Members' claims as demonstrated herein.
28

1 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
2 protect the interests of each Class Member with whom there is a shared,
3 well-defined community of interest and typicality of claims, as
4 demonstrated herein. Plaintiffs have no conflicts with or interests
5 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
6 counsel, are versed in the rules governing class action discovery,
7 certification, and settlement. Plaintiffs have incurred, and throughout the
8 duration of this action, will continue to incur costs and attorneys' fees that
9 have been, are, and will be necessarily expended for the prosecution of this
10 action for the substantial benefit of each class member.

11 (d) Superiority: A Class Action is superior to other available methods for the
12 fair and efficient adjudication of the controversy, including consideration
13 of:

- 14 1) The interests of the members of the Class in individually
- 15 controlling the prosecution or defense of separate actions;
- 16 2) The extent and nature of any litigation concerning the controversy
- 17 already commenced by or against members of the Class;
- 18 3) The desirability or undesirability of concentrating the litigation of
- 19 the claims in the particular forum; and
- 20 4) The difficulties likely to be encountered in the management of a
- 21 class action.

22 (e) Public Policy Considerations: The public policy of the State of California
23 is to resolve the California Labor Code claims of many employees through
24 a class action. Indeed, current employees are often afraid to assert their
25 rights out of fear of direct or indirect retaliation. Former employees are
26 also fearful of bringing actions because they believe their former
27 employers might damage their future endeavors through negative
28 references and/or other means. Class actions provide the class members

1 who are not named in the complaint with a type of anonymity that allows
2 for the vindication of their rights at the same time as their privacy is
3 protected.

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

- 7 (a) Failed to pay Class Members for all hours worked, including minimum
8 wages, and overtime wages;
- 9 (b) Failed to provide meal periods and pay meal period premium wages to
10 Class Members;
- 11 (c) Failed to authorize and permit rest periods and pay rest period premium
12 wages to Class Members;
- 13 (d) Failed to promptly pay all wages due to Class Members upon their
14 discharge or resignation;
- 15 (e) Failed to maintain accurate records of all hours Class Members worked,
16 and all meal periods Class Members took or missed;
- 17 (f) Failed to reimburse Class Members for all necessary business expenses;
18 and
- 19 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
20 result of their illegal conduct as described above.

21 33. This Court should permit this action to be maintained as a class action pursuant to
22 California Code of Civil Procedure § 382 because:

- 23 (a) The questions of law and fact common to the Class predominate over any
24 question affecting only individual members;
- 25 (b) A class action is superior to any other available method for the fair and
26 efficient adjudication of the claims of the members of the Class;
- 27 (c) The members of the Class are so numerous that it is impractical to bring all
28 members of the class before the Court;

- 1 (d) Plaintiff, and the other members of the Class, will not be able to obtain
2 effective and economic legal redress unless the action is maintained as a
3 class action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the statutory violations, and in obtaining adequate
6 compensation for the damages and injuries for which Defendants are
7 responsible in an amount sufficient to adequately compensate the members
8 of the Class for the injuries sustained;
- 9 (f) Without class certification, the prosecution of separate actions by
10 individual members of the class would create a risk of:
- 11 1) Inconsistent or varying adjudications with respect to individual
12 members of the Class which would establish incompatible standards
13 of conduct for Defendants; and/or
- 14 2) Adjudications with respect to the individual members which would,
15 as a practical matter, be dispositive of the interests of other
16 members not parties to the adjudications, or would substantially
17 impair or impede their ability to protect their interests, including but
18 not limited to the potential for exhausting the funds available from
19 those parties who are, or may be, responsible Defendants; and,
- 20 (g) Defendants have acted or refused to act on grounds generally applicable to
21 the Class, thereby making final injunctive relief appropriate with respect to
22 the class as a whole.

23 34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
24 the Class that would set forth the subject and nature of the instant action. The Defendants' own
25 business records may be utilized for assistance in the preparation and issuance of the
26 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
27 contemplate the use of additional techniques and forms commonly used in class actions, such as
28 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by

1 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

2 **FIRST CAUSE OF ACTION**

3 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

4 35. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 23 in this Complaint.

6 36. “Hours worked” is the time during which an employee is subject to the control of
7 an employer, and includes all the time the employee is suffered or permitted to work, whether or
8 not required to do so.

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

14 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for
15 all non-overtime hours worked for Defendants.

16 39. By and through the conduct described above, Plaintiffs, the Class, and the
17 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
18 their employment with Defendants.

19 40. By virtue of the Defendants’ unlawful failure to pay additional compensation to
20 Plaintiffs, the Class, and the Aggrieved Employees for their non-overtime hours worked without
21 pay, Plaintiffs, the Class, and the Aggrieved Employees suffered, and will continue to suffer,
22 damages in amounts which are presently unknown to Plaintiffs, , the Class, and the Aggrieved
23 Employees, but which exceed the jurisdictional minimum of this Court, and which will be
24 ascertained according to proof at trial.

25 41. By failing to keep adequate time records required by California Labor Code §
26 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
27 compensation due Plaintiffs, the Class, and the Aggrieved Employees.
28

1 42. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
2 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
3 wages.

4 43. California Labor Code section 204 requires employers to provide employees with
5 all wages due and payable twice a month. Throughout the statute of limitations period applicable
6 to this cause of action, Plaintiffs, the Class, and the Aggrieved Employees were entitled to be
7 paid twice a month at rates required by law, including minimum wages. However, during all
8 such times, Defendants systematically failed and refused to pay Plaintiffs, the Class, and the
9 Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

10 44. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
11 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
12 218.5, 218.6, and 1194(a).

13 **SECOND CAUSE OF ACTION**

14 **(Against all Defendants for Failure to Pay Overtime Wages)**

15 45. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 23 in this Complaint.

17 46. California Labor Code § 510 provides that employees in California shall not be
18 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
19 they receive additional compensation beyond their regular wages in amounts specified by law.

20 47. California Labor Code §§ 1194 and 1198 provide that employees in California
21 shall not be employed more than eight hours in any workday unless they receive additional
22 compensation beyond their regular wages in amounts specified by law. Additionally, California
23 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
24 by the Industrial Welfare Commission is unlawful.

25 48. At all times relevant hereto, Plaintiffs, the Class, and the Aggrieved Employees
26 have worked more than eight hours in a workday, as employees of Defendants.

27 49. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class, and the
28 Aggrieved Employees overtime compensation for the hours they have worked in excess of the

1 maximum hours permissible by law as required by California Labor Code § 510 and 1198.
2 Plaintiffs, the Class, and the Aggrieved Employees are regularly required to work overtime
3 hours.

4 50. By virtue of Defendants' unlawful failure to pay additional premium rate
5 compensation to the Plaintiffs, the Class, and the Aggrieved Employees for their overtime hours
6 worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts
7 which are presently unknown to them but which exceed the jurisdictional minimum of this Court
8 and which will be ascertained according to proof at trial.

9 51. By failing to keep adequate time records required by Labor Code § 1174(d),
10 Defendants have made it difficult to calculate the full extent of overtime compensation due to
11 Plaintiffs, the Class, and the Aggrieved Employees.

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

16 53. California Labor Code § 204 requires employers to provide employees with all
17 wages due and payable twice a month. The Wage Orders also provide that every employer shall
18 pay to each employee, on the established payday for the period involved, overtime wages for all
19 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs, the Class,
20 and the Aggrieved Employees with all compensation due, in violation of California Labor Code §
21 204.

22 **THIRD CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Provide Meal Periods)**

24 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 23 in this Complaint.

26 55. Under California law, Defendants have an affirmative obligation to relieve the
27 Plaintiffs, the Class, and the Aggrieved Employees of all duty in order to take their first daily
28 meal periods no later than the start of Plaintiffs, the Class, and the Aggrieved Employees' sixth

1 hour of work in a workday, and to take their second meal periods no later than the start of the
2 eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11
3 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least
4 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California
5 Labor Code for an employer to require any employee to work during any meal period mandated
6 under any Wage Order.

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

13 57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
14 additional wages for each workday he or she was not provided with all required meal period(s),
15 plus interest thereon.

16 **FOURTH CAUSE OF ACTION**

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

18 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 23 in this Complaint.

20 59. Defendants are required by California law to authorize and permit breaks of 10
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
23 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
24 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
25 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
26 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
27 the California Labor Code for an employer to require any employee to work during any rest
28 period mandated under any Wage Order.

60. Despite these legal requirements, Defendants failed to authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiffs, the Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

61. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Necessary Business Expenses)

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

63. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiffs, the Class, and the Aggrieved Employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

65. Plaintiffs and the Class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

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1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 23 in this Complaint.

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

12 68. Within the applicable statute of limitations, the employment of Plaintiffs and
13 many other members of the Class and the Aggrieved Employees ended, i.e. was terminated by
14 quitting or discharge, and the employment of others will be. However, during the relevant time
15 period, Defendants failed, and continue to fail to pay terminated Class Members and Aggrieved
16 Employees, without abatement, all wages required to be paid by California Labor Code sections
17 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
18 Defendants' employ.

19 69. Defendants' failure to pay Plaintiffs and those Class members and Aggrieved
20 Employees who are no longer employed by Defendants their wages earned and unpaid at the time
21 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in
22 violation of California Labor Code §§ 201 and 202.

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

71. Plaintiffs and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

72. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

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

74. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

76. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs,

1 the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily-
2 protected rights.

3 77. Specifically, Plaintiffs and the members of the Class and the Aggrieved
4 Employees have been injured by Defendants' intentional violation of California Labor Code §
5 226(a) because they were denied both their legal right to receive, and their protected interest in
6 receiving, accurate, itemized wage statements under California Labor Code § 226(a).

7 78. Calculation of the true wage entitlement for Plaintiffs, the Class, and the
8 Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden,
9 Plaintiffs, the Class, and the Aggrieved Employees were also injured as a result of having to
10 bring this action to attempt to obtain correct wage information following Defendants' refusal to
11 comply with many of the mandates of California's Labor Code and related laws and regulations.

12 79. Plaintiffs and the Class are entitled to recover from Defendants their actual
13 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

14 80. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
15 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
16 Code § 226(h).

17 **EIGHTH CAUSE OF ACTION**

18 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
19 **et seq.)**

20 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
21 1 through 23 in this Complaint.

22 82. Defendants, and each of them, are "persons" as defined under California Business
23 & Professions Code § 17201.

24 83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful, and harmful to Plaintiff, other Class members, the Aggrieved Employees and to the
26 general public. Plaintiffs seeks to enforce important rights affecting the public interest within the
27 meaning of Code of Civil Procedure § 1021.5.

28 84. Defendants' activities, as alleged herein, are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code §§ 17200, *et seq.*

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

9 **Failure to Pay Minimum Wages**

10 86. Defendants' failure to pay minimum wages, and other benefits in violation of the
11 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
12 Business & Professions Code §§ 17200, *et seq.*

13 **Failure to Pay Overtime Wages**

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

17 **Failure to Maintain Accurate Records of All Hours Worked**

18 88. Defendants' failure to maintain accurate records of all hours worked in accordance
19 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
20 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Provide Meal Periods**

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

25 **Failure to Authorize and Permit Rest Periods**

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

1 **Failure to Indemnify Necessary Business Expenses**

2 91. Defendants' failure to indemnify employees for necessary business expenses in
3 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
4 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
5 17200, *et seq.*

6 **Failure to Provide Accurate Itemized Wage Statements**

7 92. Defendants' failure to provide accurate itemized wage statements in accordance
8 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
9 prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

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

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

22 96. Plaintiff, individually, and on behalf of members of the putative class, are further
23 entitled to and do seek a declaration that the above described business practices are unfair,
24 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
25 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
26 practices in the future.

27 97. Plaintiff, individually, and on behalf of members of the putative class, have no
28 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members

1 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
2 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
3 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
4 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
5 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

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

9 99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
10 and putative Class Members are entitled to restitution of the wages withheld and retained by
11 Defendants during a period that commences four years prior to the filing of this complaint; a
12 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
13 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
14 1021.5 and other applicable laws; and an award of costs.

15 **NINTH CAUSE OF ACTION**

16 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 17 **2004, Cal. Lab. Code § 2698 et seq.)**

18 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 23, and Causes of Action One through Eight, as alleged in this Complaint.

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

22 102. California Labor Code § 2699(a) specifically provides for a private right of action
23 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
24 law, any provision of this code that provides for a civil penalty to be assessed and collected by
25 the Labor and Workforce Development Agency or any of its departments, divisions,
26 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
27 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
28 herself and other current or former employees pursuant to the procedures specified in Section

1 2699.3.”

2 103. Plaintiffs Zapien, Maldonado, and Lopez have exhausted the administrative
3 remedies pursuant to California Labor Code § 2699.3. On December 24, 2021, Plaintiff Zapien
4 provided written notice, on January 4, 2022 Plaintiff Maldonado provided written notice, and on
5 March 17, 2022 Plaintiff Lopez provided written notice by online filing to the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions
7 of the Labor Code that Defendants have violated against Plaintiffs and certain current and former
8 aggrieved employees, including the facts and theories to support the violations. Plaintiffs also
9 paid the filing fee. Plaintiffs’ PAGA case numbers are LWDA-CM-859332-21, LWDA-CM-
10 861077-22, and LWDA-CM-874099-22.

11 104. More than 65 days have elapsed since Plaintiffs provided notice, but the Labor and
12 Workforce Development Agency has not indicated that it intends to investigate Defendants’
13 Labor Code violations discussed in the notice. Accordingly, Plaintiffs Zapien, Lopez, and
14 Maldonado may commence a civil action to recover penalties under Labor Code § 2699 pursuant
15 to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
16 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and
17 2699(f)(2).

18 105. In addition, Plaintiffs seek penalties for Defendants’ violation of California Labor
19 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
20 employing labor who willfully fails to maintain accurate and complete records required by
21 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
22 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
23 begins and ends each work period. Meal periods, and total hours worked daily shall also be
24 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
25 keep total hours worked in the payroll period and applicable rates of pay.

26 106. During the time period of employment for Plaintiffs and the Aggrieved
27 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
28 by failing to maintain accurate records showing meal periods. Defendants’ failure to provide and

1 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the
2 Aggrieved Employees the ability to know, understand and question the accuracy and frequency
3 of meal periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the
4 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
5 Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and
6 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
7 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully
8 perform its obligation under state law, all to their respective damage in amounts according to
9 proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and
10 applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an
11 injury in that they were prevented from knowing, understanding, and disputing the wage
12 payments paid to them.

13 107. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
14 award of civil penalties on behalf of Plaintiffs, the State of California, and similarly Aggrieved
15 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
16 to be shown according to proof at trial. These penalties are in addition to all other remedies
17 permitted by law.

18 108. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
19 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
20 any action shall be entitled to an award of reasonable attorney's fees and costs."

21 **PRAYER FOR RELIEF**

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

25 **Class Certification**

- 26 1. That this action be certified as a class action with respect to the First, Second,
27 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
28 2. That Plaintiffs be appointed as the representative of the Class; and

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

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

4 As to the Fourth Cause of Action

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

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

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

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

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

13 As to the Fifth Cause of Action

14 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
15 2802 and the IWC Wage Orders;

16 26. For general unpaid wages and reimbursement of business expenses as may be
17 appropriate;

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

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

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

22 As to the Sixth Cause of Action

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

26 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;
28

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

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

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

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

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

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

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

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

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

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

1 44. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business & Professions Code §§ 17200, *et seq.*; and,

3 45. For such other and further relief as the Court may deem equitable and appropriate.
4

5 As to the Ninth Cause of Action

6 46. That the Court declare, adjudge and decree that Defendants violated the California
7 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
8 periods, failing to maintain accurate records of meal periods, failing to reimburse necessary
9 business expenditures, failing to authorize and permit rest periods, failing to pay final wages at
10 termination, and failing to furnish accurate wage statements;

11 47. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
12 other applicable Labor Code provisions;

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

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

17 As to all Causes of Action

18 50. For any additional relief that the Court deems just and proper.
19

20 Dated: March 17, 2021

Respectfully submitted,

21 MOON & YANG, APC

22 By:

23 Kane Moon
24 Brett Gunther
25 Julie Oh
26 Attorneys for Plaintiff
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4 **DEMAND FOR JURY TRIAL**

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

6
7 Dated: March 17, 2021

MOON & YANG, APC

8 By:

9 Kane Moon
10 Brett Gunther
11 Julie Oh
12 Attorneys for Plaintiff
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