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*Attorney for Plaintiffs, the Class, the Aggrieved Employees, and the State of California***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**CANDICE THOMPSON and ELIZABETH
MUNIZ, on behalf of themselves and on behalf
of all others similarly situated,

PLAINTIFFS,

v.

SUNOIL RETAIL GROUP, INC. DBA V-
RED, INC., a California Corporation; and
DOES 1 to 10, inclusive,

DEFENDANTS.

CASE NO: 22STCV22173**CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 510, 1194, 1198);
 (2) FAILURE TO PROVIDE COMPLIANT MEAL PERIODS (Labor Code §§ 1194, 1197, 1197.1, 1198, 1199);
 (3) FAILURE TO PAY ALL MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1, 1198, 1199);
 (4) FAILURE TO PROVIDE COMPLIANT REST PERIODS (CAL. LABOR CODE § 226.7; IWC WAGE ORDER 16-2001, SECTION 12);
 (5) FAILURE TO ISSUE ACCURATE AND COMPLETE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226(a) and 226(e));
 (6) FAILURE TO PAY TIMELY WAGES (LABOR CODE §§ 204, 210);
 (7) FAILURE TO PAY FINAL WAGES (Labor Code §§ 201-203);
 (8) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204); AND
 (9) PAGA AND OTHER PENALTIES (LABOR CODE §§ 2698 *ET SEQ.*); &

DEMAND FOR JURY TRIAL

1 Plaintiffs Candice Thompson and Elizabeth Muniz (“Plaintiffs”) on behalf of themselves, the
2 State of California, other aggrieved employees, and all others similarly situated (hereinafter “Class
3 Members”) complain and allege as follows:

4 **OVERVIEW OF CLAIMS**

5 1. Plaintiffs bring this action on behalf of themselves and all others similarly situated,
6 as a class action, and as a representative action pursuant to Labor Code § 2699, *et seq.*, and on behalf
7 of the California general public, against Defendant Sunoil Retail Group, Inc. dba V-Red, Inc., and
8 DOES 1 to 10 (“Defendants”) for their (1) failure to pay overtime wages; (2) failure to provide
9 compliant meal periods, (3) failure to pay all minimum wages, (4) failure to provide compliant rest
10 periods, (5) failure to issue accurate and complete itemized wage statements, (6) failure to pay timely
11 wages, (7) failure to pay final wages, (8) deceptive and fraudulent business practices based on the
12 foregoing, and (9) PAGA and other penalties based on the foregoing. As a result of the foregoing,
13 Defendants have violated California statutory laws as described below.

14 2. The “Class Period” is designated as the period from four years prior to the filing of
15 this action through the trial date. The “PAGA Period” is designated as the period from one year prior
16 to the sending of Plaintiffs’ PAGA letter to the LWDA on May 3, 2022 through the present and on-
17 going, i.e., from May 3, 2021 to the present. Defendants’ violations of California’s wage and hour
18 laws and unfair competition laws, as described more fully below, have been ongoing throughout the
19 Class Period.

20 **VENUE**

21 3. Venue is proper in this county under section 395.5 of the California Code of Civil
22 Procedure. Many, if not all, of the putative Class Members were employed and/or performed work
23 during the Class Period by Defendants in West Covina, in Los Angeles County. Many of the acts
24 alleged herein including Defendants’ failure to provide accurate itemized wage statements, failure
25 to pay all wages due to former employees, failure to pay timely wages, and failure to pay overtime,
26 occurred in Los Angeles County. Venue is therefore proper in Los Angeles.

27 **JURISDICTION**

28 4. Defendants are within the jurisdiction of this Court. Defendants transact millions of

dollars of business by managing and operating seven gas stations in the State of California, including Los Angeles. Thus, Defendants have obtained the benefits of the laws of the State of California. In addition, Plaintiffs assert no claims arising under federal law. Rather, Plaintiffs bring causes of action based solely on, and arising from, California law. The claims of the Class and the claims of the aggrieved employees are also based solely on California law described herein.

THE PARTIES

A. Plaintiffs

5. Plaintiff Candice Thompson is a California resident who was employed by Defendants from approximately February 6, 2022, to March 31, 2022, as a gas station attendant and cashier. Oftentimes during her workweek, she was made to work a shift that entailed work from 6:00 a.m. to 4:00 p.m.

6. Plaintiff Elizabeth Muniz is a California resident who was employed by Defendants from approximately January 2022 to the end of April 2022 as a cashier. Plaintiff Muniz often works shifts in excess of 8 hours and has been coerced through threats of writeups into working 7 consecutive days in a week.

7. From at least four years from the filing of this complaint through the present, and ongoing, Defendants' hourly-paid non-exempt employees, including Plaintiffs during their employment, were not paid by Defendants for their work performed off the clock. Additionally, Plaintiffs, the Class Members and the Aggrieved Employees were not paid overtime; did not receive premium payments for non-compliant meal and rest periods; were not provided compliant meal and rest periods; were not provided accurate and/or complete wage statements; did not receive timely wages; and did not receive all of their wages due upon termination of employment.

8. Plaintiffs represent the state of California and groups of aggrieved employees defined as:

- a. All non-exempt hourly-paid individuals who are or were employed by Defendants in the State of California during the PAGA Period (hereinafter referred to as "Aggrieved Employees");
- b. All Aggrieved Employees who were issued one or more wage statements from Defendants during the PAGA Period (hereinafter referred to as "Wage Statement Aggrieved Employees");

1 c. All Aggrieved Employees who worked more than 8 hours in a day or more than
2 40 hours in a week and who did not receive overtime pay at the rate of 1.5 times
3 their regular rate of pay for their overtime hours worked during the PAGA Period
4 (“Overtime Aggrieved Employees”).

5 d. All Aggrieved Employees whose employment ended within the last one year and
6 ongoing (“Waiting Time Aggrieved Employees”).

7 9. By way of this action, Plaintiffs also seek to represent the following Classes:

8 a. All non-exempt hourly-paid individuals who are or were employed by
9 Defendants in the State of California during the Class Period and ending when
10 notice to the Class is sent (hereinafter referred to as “Class Members” or the
11 “Class”).

12 b. All Class Members who were issued one or more wage statements from
13 Defendants during the period from one year prior to the filing of this Complaint
14 and continuing into the present (hereinafter referred to as “Wage Statement Class
15 Members”);

16 c. All Class Members who worked more than 8 hours in a day or more than 40
17 hours in a week and who did not receive overtime pay at the rate of 1.5 times their
18 regular rate of pay for their overtime hours worked during the Class Period
19 (“Overtime Class Members”).

20 d. All Class Members whose employment ended within the last three years and
21 ongoing (“Waiting Time Class Members”).

22 **B. Defendants**

23 10. Defendant Sunoil Retail Group, Inc. dba V-Red, Inc., is a California corporation
24 headquartered in Colton, California. To operate its gas stations, Defendant employs non-exempt
25 employees, such as Plaintiffs, the Class Members, and the Aggrieved Employees.

26 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who
28 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs
are informed and believes, and based thereon alleges, that each of the Defendants designated herein
as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs
will seek leave of court to amend this Complaint to reflect the true names and capacities of the
Defendants designated hereinafter as DOES when such identities become known.

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
2 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
3 employer and/or joint employer of Plaintiffs, the Class, and the Aggrieved Employees.

4 13. Defendants were and are the employer of Plaintiffs, the Aggrieved Employees and
5 Class Members for all relevant time periods. At any one time during the Class Period, and the PAGA
6 Covered Period, Defendants employed approximately 60 Class Members.

7 **FACTUAL ALLEGATIONS**

8 14. Defendants operate and, at all times during the PAGA Period and the Class Period,
9 has done and does business in California managing and operating multiple gas stations. Defendants,
10 in the course of operating its business in California during the Class Period and the PAGA Period,
11 employed Plaintiffs, the Aggrieved Employees and the Class Members.

12 15. Here, Defendants violated and continues to violate Labor Code § 510, which provides
13 that any work in excess of eight hours on any day, as well as all hours worked on the seventh
14 consecutive day of a workweek, shall be compensated at the rate of no less than 1.5 times the
15 employees' regular rate of pay.

16 16. Here, Defendants hired Plaintiffs, Class Members, and the Overtime Aggrieved
17 Employees to work as cashiers, attendants, and other hourly-paid positions in California. Plaintiffs,
18 the Class, and the Overtime Aggrieved Employees often worked more than 8 hours and over 40
19 hours per week. Defendants failed to pay overtime wages at the appropriate rate due to the fact that
20 Defendants only began paying Aggrieved Employees' the applicable overtime rate after nine hours,
21 instead of after eight hours. Therefore, Defendants violated Labor Code § 510 and Section 3(A) of
22 the applicable IWC Wage Order by failing to pay all overtime hours at the applicable overtime rate.

23 17. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order
24 require employers to provide meal periods and to pay an employee one (1) additional hour of pay at
25 the employee's regular rate for each workday that a meal period is not provided. Pursuant to Labor
26 Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require,
27 cause or permit an employee to work for a period of more than five (5) hours per day without
28 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except

1 that if the total work period per day of the employee is not more than six (6) hours, the meal period
2 may be waived by mutual consent of both the employer and the employee. Under California law,
3 first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*,
4 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable
5 IWC Wage Order also require employers to provide a second meal break of not less than thirty (30)
6 minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional
7 hour of pay at the employee's regular rate, except that if the total hours worked is no more than
8 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
9 the employee only if the first meal period was not waived.

10 18. Plaintiffs and other Aggrieved Employees and Class Members were consistently
11 prevented from taking compliant meal periods. Furthermore, Defendants did not maintain meal
12 period records and Defendants never required Plaintiffs and Aggrieved Employees and Class
13 Members to clock out for meal periods.

14 19. In addition, Plaintiffs and other Aggrieved Employees and Class Members did not
15 ever receive premium pay for non-compliant meal periods during their employment for Defendants.

16 20. Labor Code § 1197 states the California requirement that employees must be paid at
17 least the minimum wage fixed by the Commission or by any applicable state or local law, and any
18 payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any
19 employee receiving less than the legal minimum wage...to recover in a civil action the unpaid
20 balance of the full amount of this minimum wage." The applicable Industrial Welfare Commission
21 ("IWC") Wage Order(s), including Wage Order No. 16-2001 obligate employers to pay each
22 employee minimum wages for all hours worked.

23 21. These minimum wage standards apply to each hour employees worked for which
24 they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked
25 by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid
26 or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose*, 135
27 Cal.App.4th 314, 324 (2005).

28 22. Plaintiffs and the Aggrieved Employees and Class Members were regularly required

1 to end their meal periods early and return to work at the instruction of their supervisor or skip their
2 meal periods altogether. However, although Plaintiffs and the Aggrieved Employees ended their
3 meal periods early and returned to work or often did not take their meal periods altogether,
4 Defendants automatically deducted a 30-minute meal period from their time records and did not pay
5 them minimum wages for the time suffered or permitted to work during their meal periods.

6 23. Labor Code § 1197.1, subdivision (a), authorizes employees who are paid less than
7 the minimum fixed by an applicable state or local law, or by an order of the commission a civil
8 penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
9 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
10 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the same
11 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
12 for which the employee is underpaid regardless of whether the initial violation is intentionally
13 committed. As set forth above, Defendants failed to compensate Plaintiffs and all Aggrieved
14 Employees for all hours worked. Accordingly, through PAGA and to the extent permitted by law,
15 Plaintiffs and all Aggrieved Employees and Class Members are entitled to recover liquidated
16 damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Plaintiffs
17 and the other Aggrieved Employees and Class Members are entitled to penalties under Labor Code
18 § 1199.

19 24. Similarly, Labor Code § 1194.2 authorizes employees to recover wages to recover
20 liquidated damages for violations of Labor Code § 1194. Where an employee, as Plaintiffs and Class
21 Members and the other Aggrieved Employees, experienced on a regular basis not being paid for all
22 hours worked under Labor Code § 1194, the employees may recover minimum wages for the time
23 for which they received no compensation, as well as PAGA penalties for not having received pay
24 for such time.

25 25. Under California law, employees are entitled to ten-minute duty-free rest breaks for
26 each 4 hours of work, or major fraction thereof. See the applicable IWC Wage Order, Section 12
27 and Labor Code section 226.7. Under Labor Code § 226.7, if an employer maintains a uniform policy
28 that does not authorize and permit the amount of rest time or the proper timing for rest breaks called

1 for under the law (as specified in the applicable Wage Order), “it has violated the wage order and is
2 liable.” The *Brinker* Court explained in the context of rest breaks that employer liability attaches
3 from adopting an unlawful policy:

4 26. An employer is required to authorize and permit the amount of rest break time called
5 for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy
6 authorizing and permitting only one rest break for employees working a seven-hour shift when two
7 are required—***it has violated the wage order and is liable.*** (*Brinker Rest. Corp. v. Sup. Ct.* (2012)
8 53 Cal.4th 1004, 1033.) [emphasis added].

9 27. Here, Plaintiffs and the Aggrieved Employees and Class Members were not provided
10 their timely ten- minute duty-free rest periods. Additionally, Plaintiffs and other Aggrieved
11 Employees and Class Members did not ever receive premium pay for non-compliant rest periods
12 during their employment for Defendants.

13 28. As to Plaintiffs and all Aggrieved Employees, Defendants failed to provide accurate
14 itemized wage statements in accordance with Labor Code § 226(a). Labor Code § 226 obligates
15 employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in
16 writing showing:

- 17 (1) gross wages earned;
18 (2) total hours worked by the employee;
19 (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece rate;
21 (4) all deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item;
23 (5) net wages earned;
24 (6) the inclusive dates of the period for which the employee is paid;
25 (7) the name of the employee and only the last four digits of his or her social security
26 number or an employee identification number other than a social security number;
27 (8) the name and address of the legal entity that is the employer...; and,
28 (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...

29. Defendants’ wage statements issued to a segment of the Class failed to include all
overtime hours worked on their paystubs is in violation of Labor Code § 226(a)(5). Moreover, due
to, *inter alia*, Defendants’ failure to pay Plaintiffs and the other Wage Statement Aggrieved
Employees and Wage Statement Class Members for all overtime due, the wage statements issued by

1 Defendants to Plaintiffs, the Wage Statement Class Members, and the Wage Statement Aggrieved
2 Employees do not indicate the correct amount of gross wages earned, net wages earned, or the
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9).

5 30. Defendants' violations of Labor Code § 226 were knowing and intentional. *See*
6 *Garnett v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the defendant
7 knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew that it was
8 not providing total hours worked to plaintiffs or other employees paid on commission" even though
9 it believed that employees paid solely on commission or commission and salary "are exempt and
10 therefore we do not record hours on a wage statement").

11 31. Defendants' failure to furnish accurate itemized wage statements has caused
12 Plaintiffs, the Wage Statement Class Members, and the other Wage Statement Aggrieved Employees
13 to incur economic damages in that they were not aware that they were owed additional overtime
14 wages, *See Cicairos v. Summit Logistics*, 133 Cal.App.4th 949, 954 ("If it is left to the employee to
15 add up the daily hours shown on the time cards or other records so that the employee must perform
16 arithmetic computations to determine the total hours worked during the pay period, the requirements
17 of section 226 would not be met"); *McKenzie v. Federal Express Corp.*, 765 F. Supp. 2d 1222 (C.D.
18 Cal. 2011) (wage statements violated California Labor Code by not including, inter alia, total hours
19 worked giving rise to claims under both Section 226 and for PAGA penalties); Labor Code §
20 226(e)(2)(B) (clarifying that injury is established where the wage statement violated Section
21 226(a)(1), (2), or (5), among other provisions, and where employees cannot easily determine the
22 gross or net wages earned by the employee during the pay period).

23 32. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for initial
24 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period, not
25 to exceed \$4,000, as well as an award of costs and reasonable attorney's fees, for all pay periods in
26 which the employer fails to provide accurate itemized statements to the employee causing the
27 employee to suffer injury.

28 33. The Wage Statement Aggrieved Employees here do not need to show injury or intent

1 to prevail on their claim for PAGA penalties under Labor Code § 226(a). *See Willner v. Manpower*
2 *Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, “all
3 [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed
4 above.”); *McKenzie v. Fed. Exp. Corp.* 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that
5 “for the purposes of recovering PAGA penalties, one need only prove a violation of Section 226(a),
6 and need not establish a Section 226(e) injury.”); *Aguirre v. Genesis Logistics*, 2013 U.S. Dist.
7 LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) (“Plaintiffs do not need to establish a Cal. Lab. Code
8 § 226(e) injury to recover penalties under § 2699(f) of PAGA.”).

9 34. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any
10 employment are due and payable twice during each calendar month, on days designated in advance
11 by the employer as the regular paydays.”

12 35. Due to Defendants’ failure to pay Plaintiffs and all Aggrieved Employees on a timely
13 and bi-monthly basis for all applicable minimum wages, overtime wages at the correct rate, and meal
14 and rest period premiums, Defendants failed to timely pay Plaintiffs and all Aggrieved Employees
15 all wages owed within seven (7) days of the close of the payroll period in accordance with Labor
16 Code § 204(d) on a regular and consistent basis.

17 36. Labor Code § 210, subdivision (a), provides that “in addition to, an entirely
18 independent and apart from, any other penalty provided in this article, every person who fails to pay
19 the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as
20 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
21 employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred
22 dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

23 37. As a result of the faulty compensation policies and practices described in detail above
24 and Defendants’ failure to pay Plaintiffs and all Aggrieved Employees for all minimum wages,
25 overtime hours at the correct overtime rate, and meal and rest period premiums, within seven (7)
26 days of the close of the payroll period, the State of California is entitled to recover penalties under
27 Labor Code § 210 through PAGA. *See Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157, 1209
28 (2008) (affirming an award of Labor Code section 210 penalties under PAGA due to the employer’s

1 failure to timely pay wages at the proper rate in accordance with a local wage ordinance).

2 38. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of an
3 employee who is discharged or who quits, the wages of the employee shall continue as a penalty. .
4 .” for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

5 39. Due to Defendants’ faulty policies described above, including its failure to pay for
6 all minimum wages owed, overtime wages at the proper rate, and meal and rest period premiums,
7 Defendants violated Labor Code § 203, for those employees whose employment ended within the
8 last one year and ongoing (i.e., the Waiting Time Aggrieved Employees) by willfully failing to pay
9 them all wages due upon the termination of their employment. Moreover, Plaintiffs and the
10 Aggrieved Employees and the 203 subclass did not receive their last paystub within 72 hours of their
11 termination.

12 40. Plaintiffs by this action seeks to recover, on behalf of themselves and all other current
13 and former Aggrieved Employees of Defendants, the civil penalties provided by PAGA, as specified
14 in Labor Code § 2699(f). Plaintiffs seek to recover the PAGA civil penalties through a representative
15 action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal.
16 4th 969 (2009). Class certification of the PAGA claims is not required. *Id.*

17 CLASS ACTION ALLEGATIONS

18 41. Plaintiffs bring this action, on behalf of themselves and all others similarly situated,
19 as a class action pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent Classes
20 composed of and defined as:

- 21 (i) All non-exempt hourly-paid individuals who are or were employed by
22 Defendants in the State of California during the Class Period and ending when
23 notice to the Class is sent (hereinafter referred to as “Class Members” or the
24 “Class”), as well as:
- 25 (ii) All Class Members who were issued one or more wage statements from
26 Defendants during the period from one year prior to the filing of this Complaint
27 and continuing into the present (hereinafter referred to as “Wage Statement Class
28 Members”); and
- (iii) All Class Members who worked more than 8 hours in a day or more than 40 hours
in a week and who did not receive overtime pay at the rate of 1.5 times their
regular rate of pay for their overtime hours worked during the Class Period
 (“Overtime Class Members”).

- 1 (iv) All Class Members whose employment ended within the last 3 years and ongoing
2 (“Waiting Time Class Members”).

3 42. This action has been brought and may properly be maintained as a class action under
4 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation,
5 the proposed class is easily ascertainable, and Plaintiffs are proper representatives of the Class:

6 a. Numerosity: The potential members of the Class as defined are so numerous
7 that joinder of all the members of the Class is impracticable. While the precise number of Class
8 Members has not been determined at this time, Plaintiffs are informed and believe that Defendants
9 have, on average, at any one time during the Class Period employed over 60 Class Members as non-
10 exempt employees who were subject to Defendants’ unlawful policies. The Class Members are
11 dispersed throughout California. Joinder of all members of the proposed classes is therefore not
12 practicable.

13 b. Commonality: There are questions of law and fact common to Plaintiffs and
14 the Class that predominate over any questions affecting only individual members of the Class. These
15 common questions of law and fact include, without limitation:

16 i. Whether Defendants failed to provide Plaintiffs and the members of the Wage
17 Statement Class complete wage statements in violation of Labor Code Section 226(a);

18 ii. Whether Defendants violated Labor Code section 226.7 and section 12 of
19 IWC Wage Order No. 14 by failing to pay one hour of premium pay to each member of the Class
20 for each day that a compliant rest break was not provided during the Class Period;

21 iii. Whether Defendants violated Section 12 of IWC Wage Order No. 14 by
22 failing to provide compliant rest periods to Plaintiffs and the members of the Class in California
23 during the Class Period;

24 iv. Whether Defendants violated Labor Code section 226.7 by failing to provide
25 compliant meal periods to Plaintiffs and the Class Members in California during the Class Period;

26 v. Whether Defendants violated Labor Code sections 512 and 226.7, and section
27 11 of IWC Wage Order No. 14 by failing to pay one hour of premium pay to each member of the
28 Class for each day that a compliant meal break was not provided during the Class Period;

vi. Whether Defendants failed to provide Plaintiffs and the members of the Class

1 complete wage statements in violation of Labor Code Section 226(a);

2 vii. Whether Defendants violated sections 1194 and 1194.2 of the Labor Code by
3 failing to pay Plaintiffs and the members of the Class all minimum wages owed during the Class
4 Period;

5 viii. Whether Defendants violated Sections 204 and 210 of the Labor Code by
6 failing to pay member of the Class all wages due on a timely basis;

7 ix. Whether Defendants violated Section 510 of the Labor Code by failing to pay
8 Plaintiffs and members of the Class all overtime wages due for daily and weekly overtime hours
9 worked;

10 x. Whether Defendants engaged in an unfair practice and violated section 17200
11 of the California Business and Professions Code by failing to pay Plaintiffs and the members of the
12 Class all minimum wages and overtime wages owed during the Class Period;

13 xi. Whether Defendants engaged in an unfair practice and violated section 17200
14 of the California Business and Professions Code by failing to provide compliant rest breaks to
15 members of the Class in violation of Section 12 of IWC Wage Order No. 14;

16 xii. Whether Defendants engaged in an unfair practice and violated section 17200
17 of the California Business and Professions Code by failing to provide Plaintiffs and members of the
18 Class with rest period premiums for each day they were not provided a compliant rest break;

19 xiii. Whether Defendants engaged in an unfair practice and violated section 17200
20 of the California Business and Professions Code by failing to provide Plaintiffs and the members of
21 the Class with timely, duty-free meal breaks during the Class Period;

22 xiv. Whether Defendants engaged in an unfair practice and violated section 17200
23 of the California Business and Professions Code by failing to provide Plaintiffs and members of the
24 Class with meal period premiums for each day they were not provided a compliant meal break;

25 xv. Whether Plaintiffs and the Class are entitled to restitution under Business and
26 Professions Code § 17200;

27 xvi. The proper formula(s) for calculating damages, interest, and restitution owed
28 to Plaintiffs and the Class Members;

xvii. The nature and extent of class-wide damages.

c. Typicality: Plaintiffs' claims are typical of the claims of the Class. Both Plaintiffs and Class Members sustained injuries and damages, and were deprived of property rightly belonging to them, arising out of and caused by Defendants' common course of conduct in violation of law as alleged herein, in similar ways and for the same types of unpaid wages.

d. Adequacy of Representation: Plaintiffs are members of the Class and will fairly and adequately represent and protect the interests of the Class and Class Members. Plaintiffs' interests do not conflict with those of Class and Class Members. Counsel who represents Plaintiffs are competent and experienced in litigating large wage and hour class actions, including numerous cases virtually identical to this one (i.e., wage and hour class action cases), and other employment class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class and Class Members.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged or may be damaged in the future by reason of Defendants' unlawful policies and/or practices. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because it allows for efficient and full disgorgement of the ill-gotten gains Defendants have enjoyed by maintaining its unlawful overtime and wage statement and compensation policies and will thereby effectuate California's strong public policy of protecting employees from deprivation or offsetting of compensation earned in their employment. If this action is not certified as a Class Action, it will be impossible as a practical matter, for many or most Class Members to bring individual actions to recover monies unlawfully withheld from their lawful compensation due from Defendants, due to the relatively small amounts of such individual recoveries relative to the costs and burdens of litigation.

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FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
[Labor Code §§ 510,1194,1198; IWC Wage Order, § 3]
On Behalf of Plaintiffs and the Class Against Defendants

43. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

44. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.

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

46. Furthermore, pursuant to Labor Code § 1198, "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Section 3 of the applicable IWC Wage order provides for daily and weekly overtime wages.

47. Plaintiffs and the Class often worked eight hours per day and often worked over 40 hours per week, however, Defendants failed to pay overtime wages due at the appropriate rate due to the fact that Defendants only began paying Aggrieved Employees' the applicable overtime rate after nine hours, instead of after eight hours as required by the California Labor Code. Defendants violated Labor Code § 510 and Section 3 of the applicable IWC Wage Order by failing to pay Plaintiffs and the Class their overtime wages at the applicable overtime rates, including daily overtime and weekly overtime, and instead merely paid Plaintiffs and the Class straight time wages for all hours worked.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE COMPLIANT MEAL BREAKS AND FAILURE
TO PAY MISSED MEAL BREAK PREMIUMS
[Cal. Labor Code §§ 226.7; 512; and Section 11 of IWC Wage Order No. 14]
On behalf of Plaintiffs and the Class Against Defendants

48. The actionable period for this cause of action is three years prior to the filing of this action through the present.

49. California Labor Code § 226.7(a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

50. Section 11(A) and (B) of IWC Wage Order No. 14 provide that:

“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...An employer may not employ an employee for a work period of more than ten (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.

51. Section 11(C) of IWC Wage Order No. 14 provides that:

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

52. Finally, Section 11(D) of IWC Wage Order No. 14 provides that:

If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

53. Here, by failing to provide them with compliant 30-minute meal breaks, on their shifts greater than 5 hours in length, Defendants have violated California Labor Code § 226.7 and IWC Wage Order No. 14, and are liable to Plaintiffs and the Class.

54. As a result of the unlawful acts of Defendants, Plaintiffs and the Class were not provided compliant meal breaks, and are entitled to recovery under Cal. Labor Code §226.7 in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period greater than 5 hours in California during each day in which Defendant failed to provide compliant meal periods as required by California law.

55. Defendants did not keep records of Plaintiffs’ and Class members’ meal periods. The California Supreme Court has held that there is a strong rebuttable presumption that meal periods were missed where “time records show missed, short, or delayed meal periods.” See *Brinker Rest. Corp., supra*, at 1053 (“If an employer’s records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided”); *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58, 74 (2021) (“If an employer’s records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided.”).

THIRD CAUSE OF ACTION
FAILURE TO PAY ALL MINIMUM WAGES
[Cal. Labor Code §§ 1194, 1197, 1198, 1199]
On Behalf of Plaintiffs and the Class against Defendants

56. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

57. The actionable period for this cause of action is three years prior to the filing of this Complaint through the present, and on-going until the violations are corrected or the Class is certified.

58. Section 1194 of the Labor Code provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than minimum wage...applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney's fees, and costs of suit.

59. Section 1194.2 of the Labor Code provides, in relevant part:

In any action under...Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

60. During the Class Period, Plaintiffs and Class Members were not paid minimum wages for all hours worked as a result of Defendants' unlawful policy of auto-deducting thirty minutes as if a meal break had been taken by Plaintiffs and the Class which resulted in thirty minutes of uncompensated off-the-clock work time in violation of Labor Code § 1194. Accordingly, during the Class Period, Plaintiffs and the members of the Class did not receive minimum wages for all work time.

61. In failing to pay for all time worked and/or under Defendants' control, Plaintiffs and the Class are entitled to recover, either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully withheld during the Class Period for rest period time.

62. Pursuant to section 1194.2 of the Labor Code, Plaintiffs and the Class are also entitled to recover interest, costs, and attorneys' fees associated with this cause of action.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE COMPLIANT REST PERIODS
AND PAY MISSED REST BREAK PREMIUMS
[Cal. Labor Code §§ 226.7; Section 12 of IWC Wage Order No. 14]
On behalf of Plaintiffs and the Class against Defendants

63. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

64. The actionable period for this cause of action is three years prior to the filing of the Complaint through the present, and on-going until the violations are corrected or the Class is certified.

65. California Labor Code § 226.7(a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

66. Section 12 of IWC Wage Order No. 14 provides: “(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-

1 half (3 1/2) hours. *Authorized rest period time shall be counted as hours worked for which there*
2 *shall be no deduction from wages.*” (emphasis added).

3 67. By failing to provide its workers compliant rest periods of 10 minutes for each 4
4 hours of work, Defendants have violated California Labor Code § 226.7, and is liable to Plaintiffs
5 and the Class.

6 68. As a result of the unlawful acts of Defendants, Plaintiffs and the Class were not
7 provided compliant rest breaks, and are entitled to recovery under Cal. Labor Code §226.7 in the
8 amount of one additional hour of pay at the employee’s regular rate of compensation for each work
9 period during each day in which Defendants failed to provide compliant rest periods as required by
10 California law.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**
13 **[Cal. Labor Code § 226(a), §226(e)]**

14 **On behalf of Plaintiffs and the Wage Statement Class Members Against Defendants**

15 69. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
16 in the preceding paragraphs.

17 70. Section 226(a) of the California Labor Code provides, in relevant part:

18 Every employer shall...furnish each of his or her employees...an
19 accurate itemized statement in writing showing (1) gross wages earned,
20 (2) total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from
22 payment of overtime under subdivision (a) of Section 515 or any
23 applicable order of the Industrial Welfare Commission, (3) the number
24 of piece-rate units earned and any applicable piece rate if the employee
25 is paid on a piece-rate basis, (4) all deductions, provided that all -
26 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 only 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...

27 71. Due to Defendants’ failure to pay Plaintiffs and the other Wage Statement Class
28 Members all overtime wages for overtime hours, the wage statements issued by Defendants to

1 Plaintiffs and the other Wage Statement Class Members did not indicate the correct amount of gross
2 wages earned, net wages earned, or the applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate in violation of Labor Code §
4 226(a)(1), (2), (3), (5), and (9). Another segment of the Class received no wage statements at all.

5 72. Defendants' violation of Labor Code § 226 was knowing and intentional. *See Garnett*
6 *v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the defendant
7 knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew that it was
8 not providing total hours worked to plaintiff or other employees paid on commission" even though
9 it believed that employees paid solely on commission or commission and salary "are exempt and
10 therefore we do not record hours on a wage statement").

11 73. Defendants' failure to furnish accurate and complete itemized wage statements has
12 caused Plaintiffs and the other Wage Statement Class Members to incur economic damages in that
13 they were not aware that they were owed overtime *See Cicairos v. Summit Logistics*, 133
14 Cal.App.4th 949, 954 ("If it is left to the employee to add up the daily hours shown on the time cards
15 or other records so that the employee must perform arithmetic computations to determine the total
16 hours worked during the pay period, the requirements of section 226 would not be met"); *McKenzie*
17 *v. Federal Express Corp.*, 765 F. Supp. 2d 1222 (C.D. Cal. 2011) (wage statements violated
18 California Labor Code by not including, inter alia, total hours worked giving rise to claims under
19 both Section 226 and for PAGA penalties); Labor Code § 226(e)(2)(B) (clarifying that injury is
20 established where the wage statement violated Section 226(a)(1), (2),(3), or (5), among other
21 provisions, and where employees cannot easily determine the gross or net wages earned by the
22 employee during the pay period).

23 74. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for initial
24 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period, not
25 to exceed \$4,000, as well as an award of costs and reasonable attorney's fees, for all pay periods in
26 which the employer fails to provide accurate itemized statements to the employee causing the
27 employee to suffer injury.

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SIXTH CAUSE OF ACTION
FAILURE TO PAY WAGES ON A TIMELY BASIS
[Cal. Labor Code §§ 204, 210]

On Behalf of Plaintiffs and the Wage Statement Class Against Defendants

75. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

76. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Pursuant to Labor Code § 204(d), these requirements are “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

77. Due to Defendants’ failure to pay Plaintiffs and the Wage Statement Class all overtime premiums owed, Defendants violated Labor Code § 204 by failing to pay all wages due within seven (7) days of the close of the payroll period on a regular and consistent basis. *See Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest period premiums can support claims under Labor Code §204).

78. Labor Code § 210 provides that “in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty compensation policies and practices described in detail above, Plaintiffs and the Class are entitled to recover penalties under Labor Code § 210.

SEVENTH CAUSE OF ACTION
FAILURE TO PAY FINAL WAGES
(CAL. LABOR CODE §§ 201-203)

On Behalf of Plaintiffs and Waiting Time Class Against Defendants

79. Plaintiffs re-allege and incorporate by reference each and every allegation set forth

80. Pursuant to California Labor Code sections 201-203, if an employer discharges an

1 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

2 81. Defendants' faulty policies including its failure to pay for all minimum wages owed,
3 overtime wages at the proper rate, and meal and rest period premiums, all violate Labor Code § 203,
4 for those employees whose employment ended within the last one year and ongoing.

5 82. Defendants willfully failed to all wages due upon termination of their employment,
6 and Plaintiffs and the Aggrieved Employees and waiting time penalty subclass did not receive their
7 last paystub within 72 hours of their termination.

8 **EIGHTH CAUSE OF ACTION**
9 **UNFAIR COMPETITION LAW VIOLATIONS**
10 **(BUS. & PROF. CODE §§ 17200,17204, ET SEQ.)**
11 **On Behalf of Plaintiffs and the Class Against Defendants**

12 83. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
13 in the preceding paragraphs.

14 84. Section 17200 of the California Business & Professions Code prohibits any unlawful,
15 unfair, or fraudulent business practices. Business & Professions Code § 17204 allows "any person
16 who has suffered injury in fact and has lost money or property" to prosecute a civil action for
17 violation of the UCL. Such a person may bring such an action on behalf of themselves, and others
18 similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

19 85. Under section 17208 of the California Business and Professions Code, the statute of
20 limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for this
21 cause of action is four years prior to the filing of this Complaint through the present, and on-going
22 until the violations are corrected, or the Class is certified.

23 86. Section 90.5(a) of the Labor Code states that it is the public policy of California to
24 enforce vigorously minimum labor standards in order to ensure employees are not required to work
25 under substandard and unlawful conditions, and to protect employers who comply with the law from
26 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
27 with minimum labor standards.

28 87. As a direct and proximate result of Defendants' unlawful business practices,
Plaintiffs and the Class Members have suffered economic injuries. Defendants have profited from

1 its unlawful, unfair, and/or fraudulent acts and practices.

2 88. Plaintiffs and similarly situated Class Members are entitled to monetary relief
3 pursuant to Business & Professions Code §§ 17203 and 17208 for unpaid overtime from at least four
4 years prior to the filing of this complaint through to the date of such restitution, at rates specified by
5 law. Defendants should be required to disgorge all the profits and gains it has reaped and restore
6 such profits and gains to Plaintiffs and Class Members, from whom they were unlawfully taken.

7 89. Through its actions alleged herein, Defendants have engaged in unfair competition
8 within the meaning of section 17200 of the California Business & Professions Code, because
9 Defendants' conduct, as herein alleged has damaged Plaintiffs and the Class Members by wrongfully
10 denying them all overtime due, and therefore was substantially injurious to Plaintiffs and the Class
11 Members.

12 90. Defendants engaged in unfair competition in violation of sections 17200 et seq. of
13 the California Business & Professions Code by violating Sections 510 of the California Labor Code,
14 and Section 3 of the applicable IWC Wage Order.

15 91. Defendants' course of conduct and practice are in violation of the California laws
16 mentioned above constitute independent violations of sections 17200 et seq. of the California
17 Business and Professions Code.

18 92. Plaintiffs and similarly situated Class Members are entitled to enforce all applicable
19 penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

20 93. Plaintiffs have assumed the responsibility of enforcement of the laws and public
21 policies specified herein by suing on behalf of themselves and other similarly situated Class
22 Members previously or presently employed by Defendants in California. Plaintiffs' success in this
23 action will enforce important rights affecting the public interest. Plaintiffs will incur a financial
24 burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys'
25 fees to Plaintiffs is appropriate pursuant to Code of Civil Procedure §1021.5.

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NINTH CAUSE OF ACTION
LABOR CODE PRIVATE ATTORNEY GENERAL ACT
PAGA PENALTIES FOR VIOLATIONS OF
LABOR CODE §§ 204, 210, 226, 510
(Labor Code §§ 2698-2699.5)

On Behalf of Plaintiffs and the Aggrieved Employees Against Defendants

94. Plaintiffs, on behalf of themselves and all aggrieved employees, reallege and incorporate by reference all previous paragraphs.

95. Based on the above allegations incorporated by reference, Defendants violated Labor Code §§204, 210, 226, 510, 1194, 1198, as well as Section 3 of the applicable IWC Wage Order.

96. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiffs and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees.

97. Further, Plaintiffs, as Aggrieved Employees, need not demonstrate or prove that Defendants' conduct in refusing to provide accurate and itemized wage statements was knowing, intentional, or willful. *Lopez v. Friant & Assocs., LLC*, cited above; *see also Willner v. Manpower Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, "all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed above."); *McKenzie v. Fed. Exp. Corp.* 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that "for the purposes of recovering PAGA penalties, one need only prove a violation of Section 226(a), and need not establish a Section 226(e) injury."); *Aguirre v. Genesis Logistics*, 2013 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) ("Plaintiff do not need to establish a Cal. Lab. Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.").

98. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code § 2699, et seq., as specified above, because of Defendants' violation of Labor Code §§ Labor Code, 201-203, 204, 210, 226, 510, and 1198, as well as Section 3 of the applicable IWC Wage Order.

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1 **JURY DEMAND**

2 99. Plaintiffs hereby demand trial by jury of their and the Class's claims against
3 Defendants, and of all claims except for the PAGA and UCL, claims, which are subject to a bench
4 trial.

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiffs, on behalf of themselves and the members of the Class, and the
7 LWDA and Aggrieved Employees, pray for judgment against Defendants as follows: An Order
8 that this action may proceed and be maintained as a class action; and

9 100. On the First Cause of Action:

- 10 a. A Declaratory judgment that Defendants have violated California Labor Code
11 § 510 in failing to pay Plaintiffs, the Class and the Aggrieved Employees all overtime wages due;
12 b. An award to Plaintiffs and the other members of the Class in the amount of
13 their unpaid overtime compensation for worked performed, plus interest and/or liquidated damages
14 during the Class Period;

15 101. On the Second Cause of Action:

- 16 a. A declaratory judgment that Defendants have violated California Labor Code
17 §§ 226.7, 510, and Section 11 of IWC Wage Order No. 14-2001 as to Plaintiffs, the Class and the
18 Aggrieved Employees;
19 b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiffs and the Class
20 Members for an hour of pay for each day that a compliant meal period was not provided during the
21 Class Period;

22 102. On the Third Cause of Action:

- 23 a. A declaratory judgment that Defendants violated sections 1194 and 1194.2 of
24 the California Labor Code by failing to pay Plaintiffs, the Aggrieved Employees and the other
25 members of the Class all minimum wages owed during the class period;
26 b. An award to Plaintiffs and other members of the Class in the amount of their
27 unpaid wages owed to them, plus interest and/or liquidated damages during the class period;
28 c. An award to Plaintiffs and the Class Members of their attorneys' fees and

costs of suit to the extent permitted by law, including, but not limited to, section 1194 of the California Labor Code and section 1021.5 of the California Code of Civil Procedure;

103. On the Fourth Cause of Action:

a. A declaratory judgment that Defendants have violated California Labor Code § 226.7, and Section 12 of IWC Wage Order No. 14-2001 as to Plaintiffs, the Class and the Aggrieved Employees;

b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiffs and the Class Members for an hour of pay for each day that a compliant rest period was not provided during the Class Period;

104. On the Fifth Cause of Action:

a. A declaratory judgment that Defendants violated California Labor Code §226 by issuing inaccurate and/or incomplete wage statements that failed to include total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate to Plaintiffs, the Aggrieved Employees and the wage statement and penalty subclass members;

b. An award to Plaintiffs and Wage Statement Subclass Members of \$50 for each initial pay period in which a violation of Section 226 occurred and \$100 for each subsequent pay period in which a violation of Section 226 occurred, not to exceed \$4,000 for each member of the Class, as well as an award of costs and reasonable attorney's fees, pursuant to Labor Code § 226(e).

105. On the Sixth Cause of Action:

a. A declaratory judgment that Defendants violated California Labor Code §§ 204 and 210;

b. Pursuant to Labor Code §§ 204 and 210, an award to Plaintiffs and the Class for penalties pursuant to Labor Code § 210;

106. On the Seventh Cause of Action:

a. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 and is subject to penalties pursuant to California

1 Labor Code § 203;

2 b. For an award of penalties pursuant to California Labor Code section 203 to
3 Plaintiffs and all Waiting Time Class Members in an amount to be determined at trial; and

4 107. On the Eighth Cause of Action:

5 a. That the Court find and declare that Defendants have violated the UCL and
6 committed unfair and unlawful business practices by failing to pay Plaintiffs and Class Members all
7 minimum wages owed, by failing to pay overtime at the proper rates;

8 b. Restitution, including, but not limited to, the relief permitted by section 1194
9 of the California Labor Code (i.e., unpaid minimum wages owed and unpaid overtime wages owed
10 to Plaintiffs and the members of the Class during the Class Period);

11 108. On the Ninth Cause of Action:

12 a. A civil penalty against Defendants in the amount of \$100 for the initial
13 violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the California
14 Labor Code for Plaintiffs and the Aggrieved Employees during all of the pay periods in the one year
15 preceding the submission of Plaintiffs' LWDA letter through the present and on-going until the
16 violations are corrected or this subclass is certified;

17 b. An award of reasonable attorney's fees against Defendants as specified in
18 Labor Code § 2699(g)(1), for all the work performed by the undersigned counsel in connection with
19 the PAGA claims;

20 c. An award of all costs incurred by the undersigned counsel for Plaintiffs in
21 connection with Plaintiffs' and Class Members' PAGA claim against Defendants, as provided for in
22 Labor Code § 2699(g)(1);

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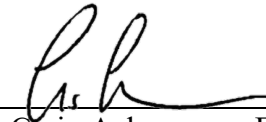
1 109. All other relief as this Court deems proper.

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3 Dated: July 8, 2022

Respectfully,

4 ACKERMANN & TILAJEF, P.C.

5
6 By:



7 Craig Ackermann, Esq.

8 *Attorney for Plaintiffs, the Class, the Aggrieved*
9 *Employees, and the State of California*