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NUNO individually, and on behalf of other

Class Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**MAGDALENO J. NUNO, individually, and
on behalf of others similarly situated

Plaintiff,

vs.

PEPSICO BEVERAGE SALES, LLC, an
unknown Limited Liability Company; PEPSI
BEVERAGE COMPANY, an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **22STCV14444****COMPLAINT****CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

DEMAND FOR JURY TRIAL

1 PLAINTIFF MAGDALENO J. NUNO (“PLAINTIFF”), individually and on behalf of all
2 other Class Members, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other Class Members of
5 Defendants PEPSICO BEVERAGE SALES, LLC; PEPSI BEVERAGE COMPANY; and DOES 1
6 through 50, inclusive (collectively “DEFENDANTS”) to recover penalties arising from unpaid
7 wages earned and due, including but not limited to unpaid and illegally calculated overtime
8 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged or
9 quitting employees, failure to maintain required records, failure to provide accurate itemized
10 wage statements, failure to timely pay wages during employment, failure to indemnify employees
11 for necessary expenditures and/or losses incurred in discharging their duties.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California and DEFENDANTS are citizens and residents
15 of, and/or regularly conduct business in California. Further, no federal question is at issue
16 because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of Los Angeles, California
18 because PLAINTIFF and other Class Members performed work for DEFENDANTS in the
19 County of Los Angeles and many of DEFENDANTS’ unlawful actions and omissions, as set
20 forth herein, occurred in the County of Los Angeles.

21 **PARTIES**

22 4. PLAINTIFF is a resident of the State of California. At times material to this
23 complaint, PLAINTIFF was employed by DEFENDANTS as a non-exempt employee within the
24 State of California.

25 5. PLAINTIFF, on behalf of himself and other similarly situated current and former
26 non-exempt employees of DEFENDANTS in the State of California (“CLASS MEMBERS”) at
27 any time during the four years preceding the filing of this action, and continuing while this action
28 is pending (“CLASS PERIOD”), brings this class action to recover, among other things, wages

1 and penalties from unpaid wages earned and due, including but not limited to unpaid minimum
2 wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period
3 policies, failure to properly pay all accrued sick time owed, failure to properly pay all reporting
4 time pay, failure to properly pay employee tips and/or gratuities, failure to pay all wages due to
5 discharged and quitting employees, failure to indemnify employees for necessary expenditures
6 and/or losses incurred in discharging their duties, failure to provide accurate itemized wage
7 statements, failure to maintain required records, and interest, attorneys' fees, costs, and expenses.

8 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
9 PEPSICO BEVERAGE SALES, LLC is, and at all times relevant hereto was, a corporation
10 authorized to conduct business in the State of California, and does conduct business in the State
11 of California. Specifically, upon information and belief, PEPSICO BEVERAGE SALES, LLC
12 maintains offices and conducts business in the County of Los Angeles, State of California.

13 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 PEPSI BEVERAGE COMPANY is, and at all times relevant hereto was, a corporation authorized
15 to conduct business in the State of California, and does conduct business in the State of
16 California. Specifically, upon information and belief, PEPSI BEVERAGE COMPANY maintains
17 offices and conducts business in the County of Los Angeles, State of California

18 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
19 PLAINTIFF at this time, and PLAINTIFF therefore sues such Defendants under fictitious names.
20 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a
21 DOE is in some manner highly responsible for the occurrences alleged herein, and that
22 PLAINTIFF and other Class Members' injuries and damages, as alleged herein, were proximately
23 caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to
24 amend this complaint to allege the true names and capacities of such DOE Defendants when
25 ascertained.

26 9. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and other Class Members. PLAINTIFF is informed and believes, and thereon
28 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,

1 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
2 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
3 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
4 defendant, and each was the alter ego of the other.

5 10. At all relevant times herein, PLAINTIFF and other Class Members were employed
6 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
7 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
8 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
9 PLAINTIFF and other Class Members all wages earned and due, through methods and schemes
10 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and
11 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
12 for each pay period; failure to properly pay all accrued sick time owed; failing to timely pay
13 wages during employment; failing to properly compensate PLAINTIFF and other Class Members
14 for necessary expenditures; and requiring, permitting or suffering the employees to work off the
15 clock, in violation of the California Labor Code (“Labor Code”) and the applicable Industrial
16 Welfare Commission (“IWC”) Wage Order.

17 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
18 of the acts and omissions alleged herein were performed by, and/or attributable to, all
19 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
20 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
21 and scope of said agency, employment and/or direction and control.

22 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
23 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
24 provision regulating minimum wages or hours and days of work in any order of the Industrial
25 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

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1 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Orders Nos. 9-2001 and 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS
3 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
4 order, one additional hour of compensation at each employee's regular rate of pay for each
5 workday that a meal period was not provided.

6 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
7 1197, and IWC Wage Orders Nos. 9-2001 and 4-2001 by failing to compensate PLAINTIFF and
8 CLASS MEMBERS for all hours worked during their meal periods.

9 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
10 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
11 earned and due, interest, penalties, expenses, and costs of suit.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Orders Nos. 9-2001 and 4-2001, § 12]**

15 **(Against all DEFENDANTS)**

16 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
20 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
21 California Labor Code §§ 226.7 and 512, and IWC Wage Orders Nos. 9-2001 and 4-2001, § 12.

22 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Orders Nos. 9-2001 and 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who
24 were not provided with a rest period, in accordance with the applicable wage order, one additional
25 hour of compensation at each employee's regular rate of pay for each workday that a rest period
26 was not provided.

27 22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Orders Nos. 9-2001 and 4-2001, § 3]**

5 **(Against all DEFENDANTS)**

6 23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders Nos. 9-
9 2001 and 4-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS
10 MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate
11 of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
12 and for the first eight (8) hours on the seventh consecutive workday, with double time for all
13 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
14 eight (8) hours on the seventh consecutive day of work in any workweek.

15 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
17 Orders Nos. 9-2001 and 4-2001. During the CLASS PERIOD, DEFENDANTS failed to
18 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
19 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
20 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by California Labor Code §§ 510, 1194, and IWC Wage Orders Nos. 9-2001 and 4-
22 2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the
23 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through
24 meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
25 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
26 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
27 failing to properly pay employees reporting time on occasions when they were required to report
28 for work, and did report, but were not put to work or were furnished less than half of their usual

1 or scheduled day's work; failing to include all forms of remuneration when calculating the regular
2 rate of pay for purposes of paying overtime; and other methods to be discovered.

3 26. In violation of California law, DEFENDANTS have knowingly and willfully
4 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
5 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
11 1194, 1198 and IWC Wage Orders Nos. 9-2001 and 4-2001, § 3. Therefore, pursuant to
12 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions
13 under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS
14 are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus
15 interest, penalties, attorneys' fees, expenses, and costs of suit.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay Minimum Wages**

18 **[Cal Labor Code §§ 1194, 1197; IWC Wage Orders Nos. 9-2001 and 4-2001, § 4]**

19 **(Against all DEFENDANTS)**

20 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders Nos. 9-
23 2001 and 4-2001, § 4, payment to an employee of less than the applicable minimum wage for all
24 hours worked in a payroll period is unlawful.

25 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
26 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest

1 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
2 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
3 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
4 period; failing to properly pay employees reporting time on occasions when they were required to
5 report for work, and did report, but were not put to work or were furnished less than half of their
6 usual or scheduled day's work; and other methods to be discovered.

7 31. DEFENDANTS' conduct described herein violates California Labor Code §§
8 1194, 1197, and IWC Wage Orders Nos. 9-2001 and 4-2001, § 4. As a proximate result of the
9 aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an
10 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
11 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
12 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
13 owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of
14 suit.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Labor Code §§ 201, 202, 203]**

18 **(Against all DEFENDANTS)**

19 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
22 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
23 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
24 and unpaid at the time of discharge are due and payable immediately.

25 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
26 required to pay all accrued wages due to an employee no later than 72 hours after the employee
27 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
28 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
2 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
3 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
4 compensation to the employee at the same rate for up to 30 workdays.

5 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
6 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
7 California Labor Code §§ 201 and 202.

8 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
9 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
10 together with interest thereon, as well as other available remedies.

11 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
13 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
14 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
15 to California Labor Code §§ 1194 and 2699.

16 **SIXTH CAUSE OF ACTION**

17 **Failure to Maintain Required Records**

18 **[Cal. Labor Code §§ 226; IWC Wage Orders Nos. 9-2001 and 4-2001, § 7]**

19 **(Against all DEFENDANTS)**

20 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 40. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
23 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
24 DEFENDANTS knowingly and intentionally failed to maintain records as required under
25 California Labor Code §§ 226, 1174, and IWC Wage Orders Nos. 9-2001 and 4-2001, § 7,
26 including but not limited to the following records: total daily hours worked by each employee;
27 applicable rates of pay; all deductions; meal periods; time records showing when each employee
28 begins and ends each work period; and accurate itemized statements.

41. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Orders Nos. 9-2001 and 4-2001, § 7]

(Against all DEFENDANTS)

42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Orders Nos. 9-2001 and 4-2001, § 7.

44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

45. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of

1 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
2 California Labor Code § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
5 **Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against all DEFENDANTS)**

8 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of his or her duties, or of his or her obedience to the directions of the employer.

13 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
14 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
15 in direct consequence of the discharge of their duties while working under the direction of
16 DEFENDANTS, including but not limited to expenses for uniforms and/or tools, use of personal
17 cell phones for work purposes, and other employment-related expenses, in violation of California
18 Labor Code § 2802.

19 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
21 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
22 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
23 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
24 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
25 available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 51. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
13 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
16 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
17 under California Business and Professions Code § 17200 et seq.

18 52. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
21 CLASS MEMBERS.

22 53. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
23 rest periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
25 record, report, and pay the correct sums of assessment to the state authorities under the California
26 Labor Code and other applicable regulations.

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54. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Orders Nos. 9-2001 and 4-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e);

1 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
3 provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
5 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
6 providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
9 Seventh, Eighth, and Ninth Causes of Action as a class action;

10 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
11 counsel as class counsel; and

12 13. For such further relief that the Court may deem just and proper.

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14 DATED: April 29, 2022

Respectfully submitted,

15 **MATERN LAW GROUP, PC**

16
17 By: _____

18 Matthew J. Matern
19 Tagore O. Subramaniam
20 Sean P. Hardy
21 Attorneys for Plaintiff
22 MAGDALENO NUNO, individually, and on
23 behalf of other Class Members
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DATED: April 29, 2022

MATERN LAW GROUP, PC

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