

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Elihu Berle

Electronically FILED by Superior Court of California, County of Los Angeles on 07/06/2022 03:24 PM Sherri R. Carter, Executive Officer/Clerk of Court, by J. Covarrubias, Deputy Clerk

James R. Hawkins, Esq. SBN 192925
 Isandra Fernandez, Esq. SBN 220482
 Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 TEL: (949) 387-7200
 FAX: (949) 387-6676

Attorneys for Plaintiff, VICENTA SILLAS
 on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

VICENTA SILLAS on behalf of herself and all
 others similarly situated,

Plaintiff,

vs.

SUPER A FOODS INC., a California
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. **22STCV21864**

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Pay Employee Expenses**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages at Termination**
- 7) Failure to Provide Accurate, Itemized Wage Statements**
- 8) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiff VICENTA SILLAS on behalf of herself and all others similarly situated assert claims
2 against Defendants SUPER A FOODS, INC., and DOES 1 through 50, inclusive (hereinafter
3 collectively referred to as "Defendants") as follows:

4 **I.**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendants SUPER A FOODS, INC. and any subsidiaries and affiliated companies
8 (hereinafter "SUPER A" or "Defendants") on behalf of Plaintiff VICENTA SILLAS (hereinafter
9 "Plaintiff") and all employees not classified as "Exempt" or primarily employed in executive,
10 professional, or administrative capacities, employed by, or formerly employed by SUPER A in
11 California. (hereinafter referred to as "Non-Exempt Employees" and/or "Class Members").

12 2. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices, and workload requirements wherein Plaintiff and all other Non-Exempt
15 Employees: (1) were not paid proper wages they earned for all hours they worked including
16 proper minimum and overtime compensation; (2) were not permitted to take their full statutorily
17 authorized rest and meal periods, or had their rest and meal periods shortened or provided to
18 them late due to the scheduling and work load and time requirements placed upon them by
19 Defendants. Defendants failed to pay such employees one (1) hour of pay at the employees
20 regular rate of compensation for each workday that the meal period and/or rest period that was
21 not properly provided; and employees were not properly reimbursed for out-of-pocket expenses.

22 3. During the liability period, Defendants have failed to reimburse Class Members
23 for business expenses incurred in the performance of their job duties.

24 4. During the liability period, Defendants have also failed to maintain accurate
25 itemized records reflecting total hours worked and have failed to provide Non Exempt
26 Employees with accurate, itemized wage statements reflecting total hours worked and
27 appropriate rates of pay for those hours worked.

28 5. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant
to Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198,

1 1199, 2802, California Code of Regulations, Title 8, section 11090 *et seq.* and any other
2 applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages,
3 unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable
4 attorneys’ fees and costs.

5 6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business
6 and Professions Code sections 17200-17208, also seeks restitution from Defendants for their
7 failure to pay all overtime wages and rest and meal period premiums to each of their Non-
8 Exempt Employees.

9 **II.**

10 **VENUE**

11 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of
12 Civil Procedure section 395. Defendant conducts substantial and continuous commercial
13 activities in Los Angeles County, California and each Defendant is within the jurisdiction of this
14 Court for service of process purposes. Defendants employ numerous Class Members in Los
15 Angeles County, California.

16 **III.**

17 **PARTIES**

18 8. Plaintiff is, and at all times mentioned in this complaint was, a resident of
19 California.

20 9. Defendant SUPER A is a California corporation which is headquartered in Los
21 Angeles, California.

22 10. The true names and capacities of Defendants, whether individual, corporate,
23 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
24 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
25 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
26 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
27 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
28 true names and capacities of the Defendants designated hereinafter as DOES when such
identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

12. Plaintiff was employed by SUPER A from approximately February 2003 through on or about July 6, 2021. During her employment with Defendants, Plaintiff occupied the non-exempt position of Cook.

13. During the liability period, Defendants implemented policies and practices which resulted in Plaintiff and Non Exempt Employees not receiving minimum wage for all hours worked. For instance, Plaintiff was frequently required to work off-the-clock, including, but not limited to, roughly ten minutes of preparation time prior to clocking in for each shift. Defendants did not compensate Plaintiff for this off-the-clock work.

14. Furthermore, Defendants failed to properly calculate Plaintiff and Non-Exempt Employees' regular rate of pay which resulted in Plaintiff and Non-Exempt Employees not receiving minimum wage for all hours worked. For instance, Plaintiff received non-discretionary bonus pay that was not factored into her regular rate calculation, and regularly received a "Dollar Premium" pay that was not factored into her regular rate calculation, resulting in Plaintiff being underpaid for her overtime pay.

15. During the liability period, due to the work load requirements and time constraints imposed by Defendant during each shift, Plaintiff and Class Members were required to work in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute meal period and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order. For instance, Plaintiff was often interrupted during her meal break to perform job duties.

1 16. During the liability period, due to the work load requirements and time constraints
2 imposed by Defendant during each shift, Plaintiff and Class Members were required to work in
3 excess of ten (10) hours without a minimum, uninterrupted thirty (30) minute meal period and
4 were not compensated one (1) hour of pay at their regular rate of compensation for each workday
5 that a compliant meal period was not provided, in violation of California labor laws, regulations
6 and IWC Wage Order. For instance, Plaintiff never received a second meal break when she
7 worked shifts in excess of ten hours. Plaintiff did not waive this second meal period at any time.

8 17. Due to the workload requirements and time constraints imposed by Defendant,
9 Plaintiff and Class Members were frequently required to work without being permitted or
10 authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof.
11 Plaintiff and Class Members were not compensated one (1) hour of pay at their regular rate of
12 compensation for each workday that a rest period was not provided, in violation of California
13 labor laws, regulations, and IWC Wage Orders. For instance, Plaintiff never received a full ten-
14 minute rest break due to scheduling demands and lack of staffing.

15 18. During the liability period, Defendants failed to lawfully reimburse Plaintiff and
16 Non-Exempt employees for all business expenses necessarily incurred by Plaintiff and Non-
17 Exempt Employees. For instance, Plaintiff was required to purchase and use her own shoes,
18 apron, hair netting, gloves, and knives to fulfill her job duties. Defendants failed to reimburse
19 Plaintiff for these expenses.

20 19. Defendants have also failed to maintain accurate itemized records reflecting total
21 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
22 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

23 20. On Plaintiff's day of termination, Plaintiff did not receive her final paycheck and
24 was not compensated for waiting to receive her final paycheck.

25 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 currently employ and during the relevant period have employed over one hundred (100)
27 employees in the State of California in non-exempt hourly positions.
28

22. Non-Exempt Employees employed by SUPER A, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

V.

CLASS ACTION ALLEGATIONS

23. Plaintiff seeks to represent a Class comprised of and defined as: All employees who are or were employed by SUPER A in the state of California as hourly non-exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

24. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All Class Members employed by SUPER A in the state of California as hourly non-exempt employees and were not accurately and fully paid all lawful wages owed to them including proper overtime compensation and/or minimum wages for all their hours worked;

b. All Class Members employed by SUPER A in the state of California as hourly non-exempt employees who, within the liability period, have not been provided an uninterrupted 30-minute meal period when they worked over five hours in a work shift and were not provided compensation in lieu thereof;

c. All Class Members employed by SUPER A in the state of California as hourly non-exempt employees who, within the liability period, have not been provided an uninterrupted 30-minute meal period when they worked over ten hours in a work shift and were not provided compensation in lieu thereof;

d. All Class Members employed by SUPER A in the state of California as hourly non-exempt employees who, within the liability period, have not been provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

e. All Class Members employed by SUPER A in the state of California as hourly non-exempt employees who, within the liability period, were not provided with accurate

1 and complete itemized wage statements.

2 f. All Class Members employed by SUPER A in the state of California who,
3 within the liability period, were not timely paid all wages due and owed to them during their
4 employment with Defendant; and

5 g. All Class Members employed by SUPER A in the state of California who,
6 within the liability period, were not timely paid all wages due and owed to them upon the
7 termination of their employment with Defendant.

8 25. Plaintiff further seeks to represent a subclass for all employees of SUPER A in the
9 state of California who, within the liability period, did not receive full reimbursement for
10 employee expenses ("Expense Reimbursement Class").

11 26. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
12 or modify the class description with greater specificity or further division into subclasses or
13 limitation to particular issues.

14 27. This action has been brought and may properly be maintained as a class action
15 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
16 defined community of interest in the litigation and the proposed Class is easily ascertainable.

17 **A. Numerosity**

18 28. The potential members of the Class as defined are so numerous that joinder of all
19 the members of the Class is impracticable. While the precise number of Class Members has not
20 been determined at this time, Plaintiff is informed and believes that Defendants currently
21 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
22 Employees in California who are or have been affected by Defendants' unlawful practices as
23 alleged herein.

24 **B. Commonality**

25 29. There are questions of law and fact common to the Class predominating over any
26 questions affecting only individual Class Members. These common questions of law and fact
27 include, without limitation:

- 1 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
2 Orders by failing to pay all earned wages including overtime compensation to Non-
3 Exempt Employees who worked in excess of eight (8) hours in a workday and/or more
4 than forty (40) hours in a workweek;
- 5 ii. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to pay
6 minimum wages for time spent under the Defendants' control;
- 7 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order
8 by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt
9 Employees on days in which they worked more than 5 hours and failing to compensate
10 said employees one hour's wages in lieu of meal periods;
- 11 iv. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order
12 by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt
13 Employees on days in which they worked more than 10 hours and failing to compensate
14 said employees one hour's wages in lieu of meal periods;
- 15 v. Whether Defendants violated Labor Code § 226.7 and applicable IWC Wage Orders by
16 failing to authorize and permit minimum 10-minute rest periods to Non-Exempt
17 Employees for every four hours or major fraction thereof worked and failing to
18 compensate said employees one hour's wages in lieu of rest periods;
- 19 vi. Whether Defendants violated Labor Code § 2802 and applicable IWC Wage Orders for
20 failing to indemnify employees for the expenditures incurred in the performance of their
21 job duties;
- 22 vii. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by
23 failing to, among other violations, maintain accurate records of Non-Exempt Employees'
24 earned wages, work periods, meal periods and deductions;
- 25 viii. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all earned wages
26 and/or premium wages due and owing at the time that any Class Members' employment
27 with Defendant terminated;
- 28

ix. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned wages and/or premium wages due and owing when such wages were due and payable;

x. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders, violation of which constitutes a violation of fundamental public policy;

C. Typicality

30. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

31. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

32. 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 member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

33. Class action treatment 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. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VI.
CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Overtime and Minimum Wage
(Lab. Code §§ 510, 1194, 1199)
(Against All Defendants)

34. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

35. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees working off the clock and in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

36. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay. Labor Code § 1197 provides that employees are to be paid minimum wage for each hour worked.

37. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194 .

38. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512, IWC Wage Orders)
(Against All Defendants)

39. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

1 40. By failing to provide 30-minute uninterrupted meal periods for days on which
2 Non-Exempt employees work(ed) work periods more than 5 hours and failing to provide
3 compensation for such statutorily non-compliant meal periods, Defendant violated the provisions
4 of Labor Code § 512 and applicable IWC Wage Orders.

5 41. By failing to provide 30-minute uninterrupted meal periods for days on which
6 Non-Exempt employees work(ed) work periods more than 10 hours and failing to provide
7 compensation for such statutorily non-compliant meal periods, Defendant violated the provisions
8 of Labor Code § 512 and applicable IWC Wage Orders.

9 42. By failing to record and maintain adequate and accurate time records according to
10 sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class
11 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
12 and Class Members.

13 43. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to
14 represent, have been deprived of premium wages in amounts to be determined at trial, and are
15 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
16 226.7.

17 44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
18 described herein and below.

19
20 **Third Cause of Action**
21 Failure to Provide Rest Periods
22 Or Compensation in Lieu Thereof
 (Lab. Code §§ 226.7, IWC Wage Orders)
 (Against All Defendants)

23 45. Plaintiff repeats and incorporates herein by reference each and every allegation
24 set forth above, as though fully set forth herein.

25 46. By failing to provide a minimum ten (10) minute rest period for every four hours
26 or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide
27 compensation for such non-compliant rest periods, as alleged above, Defendants willfully
28 violated the provisions of Labor Code § 226.7 and IWC applicable Wage Orders.

1 47. As a result of the unlawful acts of Defendants, Plaintiff, and the Class she seeks to
2 represent, have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
4 226.7.

5 48. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
6 described herein and below.

7
8 **Fourth Cause of Action**
9 Failure to Reimburse Employee Expenses
10 (Lab. Code § 2802)
11 (Against All Defendants)

12 49. Plaintiff repeats and incorporates herein by reference each and every allegation
13 set forth above, as though fully set forth herein.

14 50. By their policy of requiring Plaintiff and the “Expense Reimbursement Class” to
15 make job-related purchases including, but not limited to, work-appropriate shoes, hair nets,
16 cooking utensils, gloves, and aprons with their personal money with the expectation of full
17 reimbursement, and yet failing to reimburse such purchases, Defendants willfully violated the
18 provision of Labor Code § 2802 and IWC applicable Wage Orders.

19 51. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
20 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
21 fees, and costs, under Labor Code § 2802.

22 52. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
23 described herein and below.

24 **Fifth Cause of Action**
25 Failure to Timely Pay Wages During Employment
26 (Lab. Code § 204)
27 (Against All Defendants)

28 53. Labor Code § 204 requires that all wages are due and payable twice in each
calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
sections became due and payable to Plaintiff and Class Members in each month that he or she
was not paid all lawful wages owed or provided with lawful meal period or rest period to which

1 he or she was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when
2 they were due and payable.

3 54. Labor Code section 210 (a) provides that “In addition to, and entirely independent
4 and apart from, any other penalty provided in this article, every person who fails to pay the
5 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
6 205.5, and 1197.5, shall be subject to a penalty as follow:

7 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
8 employee.

9 (2) For each subsequent violation, or any willful or intentional violation, two hundred
10 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
11 unlawfully withheld.

12 55. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
13 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
14 and are entitled to recovery of such amounts, plus interest and penalties.

15 56. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
16 described herein and below.

17 **Sixth Cause of Action**

18 Failure to Timely Pay Wages Due at Termination
19 (Lab. Code §§ 201-203)
20 (Against All Defendants)

21 57. Plaintiff repeats and incorporates herein by reference each and every allegation
22 set forth above, as though fully set forth herein.

23 58. Sections 201 and 202 of the California Labor Code require Defendant to pay its
24 employees all wages due within 72 hours of termination of employment. Section 203 of the
25 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
26 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
27 full or an action is commenced. The penalty cannot exceed 30 days of wages.

28 59. As alleged herein, affected class members are entitled to compensation for all
forms of wages earned, including, overtime compensation, minimum wage, correct sick pay

1 wages and compensation for non-provided rest and meal periods but to date have not received
2 such compensation therefore entitling them Labor Code section 203 penalties.

3 60. More than 30 days have passed since Plaintiff and affected Class Members have
4 left Defendants' employ, and on information and belief, have not received payment pursuant to
5 Labor Code § 203. As a consequence of Defendant's willful conduct in not paying all earned
6 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
7 section 203 for failure to pay legal wages.

8 61. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
9 described herein and below.

10
11 **Seventh Cause of Action**
12 **Knowing and Intentional Failure to Comply With Itemized Employee**
13 **Wage Statement Provisions**
14 **(Lab. Code § 226(b))**
15 **(Against All Defendants)**

16 62. Plaintiff repeats and incorporates herein by reference each and every allegation
17 set forth above, as though fully set forth herein

18 63. Section 226(a) of the California Labor Code requires Defendants to itemize in
19 wage statements all deductions from payment of wages and to accurately report total hours
20 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
21 Defendants to maintain time records showing, among others, when the employee begins and
22 ends each work period, meal periods, split shift intervals and total daily hours worked in an
23 itemized wage statement, and must show all deductions and reimbursements from payment of
24 wages, and accurately report total hours worked by Plaintiff and the members of the proposed
25 class. On information and belief, Defendants have failed to record all or some of the items
26 delineated in Industrial Wage Orders and Labor Code § 226.

27 64. Plaintiff and Class Members have been injured by Defendants' actions by
28 rendering them unaware of the full compensation to which they were entitled under applicable
provisions of the California Labor Code and applicable IWC Wage Orders.

1 65. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a
2 maximum of \$4,000.00 each for record-keeping violation.

3 66. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
4 described herein and below.

5 **Eighth Cause of Action**
6 Violation of Unfair Competition Law
7 (Bus. & Prof. Code, §§ 17200-17208)
8 (Against All Defendants)

9 67. Plaintiff repeats and incorporates herein by reference each and every allegation
10 set forth above, as though fully set forth herein.

11 68. Business & Professions Code Section 17200 provides:
12 As used in this chapter, unfair competition shall mean and include any **unlawful,**
13 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
14 misleading advertising and any act prohibited by Chapter 1 (commencing with
15 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
16 (Emphasis added.)

17 69. Defendant's violations of the Labor Code and Wage Order provisions set forth
18 above constitute unlawful and/or unfair business acts or practices.

19 70. The actions of Defendant, as alleged within this Complaint, constitute false,
20 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
21 Business and Professions Code section 17200, *et seq.*

22 71. Plaintiff and Class Members have been personally aggrieved by Defendant's
23 unlawful and unfair business acts and practices alleged herein.

24 72. As a direct and proximate result of the unfair business practices of Defendant, and
25 each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled
26 to restitution of all wages which have been unlawfully withheld from Plaintiff and members of
27 the Plaintiff Class as a result of the business acts and practices described herein.

28 73. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
described herein and below.

1 **VII.**

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment as follows:

- 4 1. That the Court determine that this action may be maintained as a class action;
- 5 2. For compensatory damages in an amount according to proof with interest thereon;
- 6 3. For economic and/or special damages in an amount according to proof with interest
- 7 thereon;
- 8 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
- 9 5. For premium pay and penalties pursuant to Labor Code § 203;
- 10 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, 2802;
- 11 7. For such other and further relief as the Court deems just and proper.
- 12

13 **DEMAND FOR JURY TRIAL**

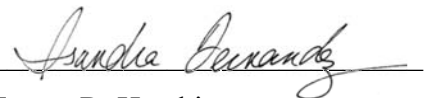
14 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

15

16

17 **Dated: July 6, 2022**

JAMES HAWKINS, APLC

18 

19 James R. Hawkins
20 Isandra Y. Fernandez, Esq.
21 Kacey E. Cook, Esq.
22 Attorneys for Plaintiff
23 VICENTA SILLAS
24
25
26
27
28