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County of San Bernardino
Victorville District
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BLIANDA SELENA MUNOZ MENDOZA,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

DESERT JACK LLC dba JACK IN THE
BOX, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVVS2502841

CLASS ACTION

Assigned for All Purposes To:
Hon. Winston Keh
Dept.: V11

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code § 17200 *et seq.*
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff BLIANDA SELENA MUNOZ MENDOZA, (“Plaintiff”) on behalf of herself and
2 all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants DESERT JACK
8 LLC dba JACK IN THE BOX, a California limited liability company; and DOES 1 through 50 (all
9 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 and seeks redress, therefore.

13 2. Plaintiff was a resident of California and during the time period relevant to this
14 Complaint and was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities in California. Plaintiff and the other Class members worked for
16 Defendants in California and San Bernardino County, and in other nonexempt positions,
17 throughout California, and consistently worked at Defendants’ behest without being paid all wages
18 due. More specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ facilities where the conduct giving rise to the allegations in
20 this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
21 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same
22 policies and practices, and (3) endured similar violations at the hands of Defendants as the other
23 Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
27 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
28 meal and rest periods as required by the Labor Code. Defendants also failed to pay all wages due

1 and owing for on-call time. Defendants thus failed to pay Plaintiff and the Class members for all
2 hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and the
3 Class from learning of these unlawful pay practices.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff BLIANDA SELENA MUNOZ MENDOZA, has resided in California and
7 during the time period relevant to this Complaint and was employed by Defendants as a non-
8 exempt hourly employee within the State of California.

9 **B. The Defendants**

10 5. Defendant DESERT JACK LLC dba JACK IN THE BOX (“Desert Jack”) is a
11 California limited liability company with its principle executive offices in Victorville, California,
12 and has been listed as the employer on the wage statements issued during the relevant time period.
13 Desert Jack lists a California address in Victorville, California with the California Secretary of
14 State, and employs Plaintiff and the Class members in San Bernardino County, including at
15 Defendants’ offices and facilities in Victorville, California, and throughout California and
16 conducts business throughout California.

17 6. The true names and capacities, whether individual, corporate, associate, or
18 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
19 unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
21 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
22 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
23 this Complaint to reflect the true names and capacities of the Defendants designated herein as
24 Does 1 through 50 when their identities become known.

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

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

7 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Bernardino
13 County and Defendants maintain and operate company offices and facilities in San Bernardino
14 County and employ Plaintiff and other Class members in California San Bernardino County and
15 throughout California.

16 **FACTUAL BACKGROUND**

17 9. The Employees who comprise the Class and Collective, including Plaintiff, is a
18 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
19 Employees who work in nonexempt positions at the direction of Defendants in the State of
20 California. Plaintiff and the Class members were either not paid by Defendants for all hours
21 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
22 Employees were required to don protective gear, such as gloves and hair net before clocking in
23 and were required to doff protective gear before clocking out. Further, Defendants required use of
24 personal cell phone for work-related activities, such as texting and calling supervisors, and co-
25 workers, and checking schedule off-the-clock. Additionally, Employees were required to perform
26 their regular job duties before and after clocking in on occasion. Plaintiff also contends that
27 Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by
28 failing to provide sufficient compensation for on-call time, failed to provide meal and rest breaks,

1 and failed to furnish accurate wage statements, all in violation of various provisions of the
2 California Labor Code and applicable Wage Orders.

3 10. During the course of Plaintiff and the Class members' employment with
4 Defendants, they were not paid all wages they were owed, including for all work performed and
5 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
6 labor budgets low.

7 11. Defendants also failed to pay Class Members all wages due and owing because
8 Defendants failed to pay for on-call or standby time. Specifically, Defendants would contact
9 Plaintiff and inform him that he was needed at work. Plaintiff then had to report to work and was
10 not paid on-call or standby pay. Upon information and belief, Class Members were also required
11 to be on-call and were not compensated for on-call or standby pay

12 12. As a matter of Company culture, Plaintiff and the Class members were required to
13 work during their meal breaks which were not compensated by Defendants in violation of the
14 California Labor Code. Plaintiff and the Class members were also not paid regular wages and
15 overtime for the time they were required to comply with other requirements imposed upon them,
16 which they had to complete while working through their meal breaks and without compensation.
17 As a result Plaintiff and the Class members worked shifts over eight (8) hours in a day and over
18 forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all
19 such hours, including by being required to perform work duties and tasks without pay and while
20 off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping
21 and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime
22 hours during their employment with Defendants for which they were not compensated, in
23 violation of the California Labor Code, applicable IWC Wage Orders.

24 13. As a result of the above described daily work demands and pressures to work
25 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
26 Class members were not properly paid for all wages earned and for all wages owed to them by
27 Defendants, including when working more than eight (8) hours in any given day and/or more than
28 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,

1 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
2 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
3 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
4 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
5 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
6 Labor Code, applicable IWC Wage Orders.

7 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
10 by California Law.

11 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay
13 Employees overtime compensation at premium overtime rates for all hours worked in excess of
14 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
15 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
16 sections of IWC Wage Orders.

17 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Employees to work shifts in excess
19 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
20 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
21 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
22 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
23 Defendants failed to provide or deficiently provided.

24 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
26 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
27 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
28 provided or were deficiently provided at one hour of wages at each Employee’s effective regular

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

2 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to provide Employees with timely,
4 accurate, and itemized wage statements as required by California wage-and-hour laws.
5 Specifically, the wage statements given to Employees by Defendants failed to accurately account
6 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
7 Defendants knew or reasonably should have known were owed to Employees, as alleged
8 hereinabove. The wage statements provided to Employees were confusing and required
9 Employees to engage in discovery and refer to outside sources to verify whether their pay was
10 correct and potentially resulting in a miscalculation by the Employees.

11 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
12 continuing to the present, Defendants have consistently failed to provide Employees with timely,
13 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

14 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
16 performance of their job duties for Defendants including, but not limited to, the cell phone usage,
17 and mileage, which were necessary to perform their duties under Defendants' employ in violation
18 of Labor Code § 2802.

19 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws.

22 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
23 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
24 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
25 required by California wage-and-hour laws.

26 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
27 Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
28 1182.12, 1185, 1194, 1194.2 1197, 1199, 2802, 2698, and 2699, *et seq.*

24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

25. Plaintiff bring this class action on behalf of herself, and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit and have been employed by Defendants within the State of California.

26. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class

1 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
2 the performance of Employees job duties for Defendants which were necessary to perform their
3 duties under Defendants' employ.

4 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 j. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
9 result of Defendants' business acts and practices, to the extent such acts and practices are found to
10 be unlawful, deceptive, and/or unfair.

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

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

17 **A. Numerosity**

18 29. The potential members of the class as defined are so numerous that joinder of all
19 the member of the class is impracticable. While the precise number of class member has not been
20 determined at this time, Plaintiff is informed and believe that Defendants employ or, during the
21 time period relevant to this lawsuit, employed more than 100 individuals were employed by
22 Defendant's within the State of California.

23 30. Accounting for employee turnover during the relevant time period increases this
24 number substantially. Plaintiff alleges that Defendants' employment records will provide
25 information as to the number and location of all class members.

26 **B. Commonality**

27 31. There are questions of law and fact common to the class that predominate over any
28 questions affecting only individual class members. These common questions of law and fact

1 include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor
- 5 Code § 510;
- 6 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
- 7 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
- 8 premium pay in lieu thereof;
- 9 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 10 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 11 in lieu thereof;
- 12 f. Whether Defendants violated Labor Code § 226(a);
- 13 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 14 h. Whether Defendants failed to reimburse Employees for necessary business
- 15 expenses;
- 16 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 17 wages and compensation due and owing at the time of termination of employment;
- 18 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 19 k. Whether Employees are entitled to equitable relief pursuant to Business and
- 20 Professions Code § 17200 *et seq.*
- 21 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*

22 **C. Typicality**

23 32. The claims of the named plaintiffs are typical of those of the other Employees.

24 Employees all sustained injuries and damages arising out of and caused by Defendant's common

25 course of conducts in violation of statutes, as well as regulations that have the force and effect of

26 law, as alleged herein.

27 **D. Adequacy of Representation**

28 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

35. Class action treatment will allow those persons similarly situated 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 in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

36. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked.

38. Defendants had a common policy and practice of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal periods, and time off the clock Employees without compensation. Specifically, Employees were required to don protective gear, such as gloves and hair net before clocking in and were required to doff protective gear before clocking out. Further, Defendants required use of personal cell phone for work-related activities, such as texting and calling supervisors, and co-workers, and checking schedule off-the-clock. Additionally, Employees were required to perform their regular job duties before and after clocking in on occasion. Furthermore, the uncompensated time included the time Employees worked off-the-clock during meal periods as a result of Defendants' high demand from clients. Further, Defendants had a policy requiring Employees to remain on-call. Additionally,

1 Defendants had a consistent policy of failing to pay Employees for hours worked during alleged
2 meal and rest periods for which Employees were consistently denied, as also addressed herein.
3 During the relevant time period, Defendants did not pay Plaintiff and Employees at the applicable
4 minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour
5 practices manifested, without limitation, applicable to the Class as a whole, as a result of
6 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
7 other members of the Class as to minimum wage pay.

8 39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

9 The minimum wage for employees fixed by the commission is the
10 minimum wage to be paid to employees, and the payment of a less
11 wage than the minimum so fixed is unlawful.

12 40. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
14 therefore entitled to double the minimum wage during the relevant period.

15 41. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to California Labor Code § 1194(a) which states:

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

23 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 43. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 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.

44. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

45. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

46. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

47. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

48. Defendants had a common policy and practice of requiring Plaintiff and Employees to perform work, off the clock for which they were not paid wages. Specifically, Specifically, Employees were required to don protective gear, such as gloves and hair net before clocking in and were required to doff protective gear before clocking out. Further, Defendants required use of personal cell phone for work-related activities, such as texting and calling supervisors, and co-workers, and checking schedule off-the-clock. Additionally, Employees were required to perform their regular job duties before and after clocking in on occasion. Additionally, Employees would

1 have to respond or received work-related calls while off the clock. Furthermore, the
2 uncompensated time included the time Employees worked off-the-clock during meal periods as a
3 result of Defendants' high demand from clients. All the forgoing work was performed by
4 Employees and under the direction and control of Defendants, for which no wages were paid.

5 49. The forgoing uncompensated work caused Plaintiff and Employees to work in
6 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
7 them to overtime and double-time wages which were systemically denied.

8 50. Defendants' failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
11 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
12 and overtime compensation earned by Employees. Each such failure to make a timely payment of
13 compensation to Employees constitutes a separate violation of California Labor Code § 204.

14 51. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

16 52. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
17 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
18 full amount of all their unpaid wages and overtime compensation, with interest, plus their
19 reasonable attorneys' fees and costs.

20 **THIRD CAUSE OF ACTION**

21 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

22 **(Against All Defendants)**

23 53. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
24 full herein.

25 54. Employees regularly worked shifts greater than five (5) hours and greater than ten
26 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
27 more than five (5) hours without providing him or her with a meal period of not less than thirty
28 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second

1 meal period of not less than thirty (30) minutes.

2 55. Defendants had a common practice and policy of denying Plaintiff and Employees
3 the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law.
4 Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed
5 above, Defendants had a common policy and practice of requiring plaintiff and Employees to
6 complete work-related assignments during meal periods.

7 56. Moreover, Defendants failed to compensate Employees for each meal period not
8 provided or inadequately provided, as required under Labor Code § 226.7.

9 57. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
11 period not provided or deficiently provided, a sum to be proven at trial.

12 **FOURTH CAUSE OF ACTION**

13 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 58. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 59. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
18 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
19 not less than ten (10) minutes for each consecutive four (4) hour shift.

20 60. Defendants have had a common policy and practice of consistently failing to
21 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
22 (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to
23 work through their rest breaks, which were systemically denied due to demanding deadlines.

24 61. Moreover, Defendants did not compensate Employees with an additional hour of
25 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
26 with adequate rest breaks, as required under Labor Code § 226.7.

27 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
28 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day

1 worked without the required rest breaks, a sum to be proven at trial.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

4 **IN VIOLATION OF LABOR CODE § 2802**

5 **(Against All Defendants)**

6 63. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 64. Under Labor Code § 2802(a) an employer must indemnify its employees for all
9 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
10 of his or her duties, or of his or her obedience to the directions of the employer.

11 65. Employees incurred necessary expenditures in the performance of their job duties
12 for Defendants, namely the cost of cell phone usage and mileage, which were necessary to
13 perform their duties under Defendants' employ. From four (4) years prior to the original filing of
14 this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees
15 for these necessarily incurred business expenses.

16 66. As a result of the unlawful acts of Defendants, Employees have been deprived of
17 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
18 plus interest and penalties thereon, attorneys' fees, and costs.

19 **SIXTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

22 67. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 68. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings,
26 total hours worked, and the corresponding number of hours worked at each hourly rate; these
27 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
28 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these

1 statements may be given to the employee separately from the payment of wages; in either case the
2 employer must give the employee these statements twice a month or each time wages are paid.

3 69. Defendants failed to provide Employees with accurate itemized wage statements in
4 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
5 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
6 and rest periods, all of which Defendants knew or reasonably should have known were owed to
7 Employees, as alleged hereinabove.

8 70. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
9 Employees suffered injuries, including among other things confusion over whether they received
10 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
11 forcing them to make mathematical computations to analyze whether the wages paid in fact
12 compensated them correctly for all hours worked.

13 71. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
14 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
16 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
17 award of costs and reasonable attorneys' fees.

18 72. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
19 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
20 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
21 employee for each pay period.

22 73. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
23 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
24 shown according to proof.

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1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 83. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 84. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 85. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 86. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

19 87. Wage-and-hour laws express fundamental public policies. Paying employees their
20 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
21 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
22 to enforce minimum labor standards, to ensure that employees are not required or permitted to
23 work under substandard and unlawful conditions, and to protect law-abiding employers and their
24 employees from competitors who lower costs to themselves by failing to comply with minimum
25 labor standards.

26 88. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
2 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
3 guaranteed to all employees under the law.

4 89. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 90. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
8 care should have known that their conduct was unlawful; therefore their conduct violates the
9 Business & Professions Code § 17200 *et seq.*

10 91. As a proximate result of the above-mentioned acts of Defendants, Employees have
11 been damaged, in a sum to be proven at trial.

12 92. Unless restrained by this Court Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
14 make such orders or judgments, including the appointment of a receiver, as may be necessary to
15 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
16 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
17 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
18 failed to pay.

19 **TENTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

21 **(Against All Defendants)**

22 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 94. Plaintiff and Employees are aggrieved employees as defined under Labor Code
25 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 95. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the

1 penalty provisions, without limitation, based on the following California Labor Code sections:
2 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
3 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.* and 2802.

4 96. The penalties shall be allocated as follows: 65% to the Labor and Workforce
5 Development Agency (LWDA) and 35% to the affected employee.

6 97. Employees also seek any and all penalties and remedies set forth in Labor Code
7 § 558, which states:

8 (a) Any employer or other person acting on behalf of an employer
9 who violates, or causes to be violated, a section of this chapter or
10 any provision regulating hours and days of work in any order of the
11 Industrial Welfare Commission shall be subject to a civil penalty
12 as follows: (1) For any initial violation, fifty dollars (\$50) for each
13 underpaid employee for each pay period for which the employee
14 was underpaid in addition to an amount sufficient to recover
15 underpaid wages. (2) For each subsequent violation, one hundred
16 dollars (\$100) for each underpaid employee for each pay period for
17 which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages. (3) Wages recovered
19 pursuant to this section shall be paid to the affected employee.

20 (b) If upon inspection or investigation the Labor Commissioner
21 determines that a person had paid or caused to be paid a wage for
22 overtime work in violation of any provision of this chapter, or
23 any provision regulating hours and days of work of the Industrial
24 Welfare Commission, the Labor Commissioner may issue a
25 citation. The procedures for issuing, contesting, and enforcing
26 judgments for citations of civil penalties issued by the Labor
27 Commissioner for violation of this chapter shall be the same as those
28 set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any
other civil or criminal penalty provided by the law.

98. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
for each violation in a subsequent citation, for which the employer fails to provide the employee a
wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

1 Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and
2 Defendants postmarked on March 28, 2025. The LWDA has not provided notice of its intent to
3 investigate the alleged violations within 65 calendar days of the postmark date of the letters.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 5. For compensatory damages in the amount of all unpaid wages, including overtime
16 and double-time pay, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Employees
18 for each day requisite rest breaks were not provided or were deficiently provided where no
19 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
20 be proven;
- 21 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 22 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 25 10. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 28 12. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
2 from four (4) years prior to the original filing of this action, as may be proven;

3 13. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 14. For all general, special, and incidental damages as may be proven;

7 15. For an award of pre-judgment and post-judgment interest;

8 16. For an award providing for the payment of the costs of this suit;

9 17. For an award of attorneys' fees; and

10 18. For such other and further relief as this Court may deem proper and just.

11
12 DATED: June 2, 2025

D.LAW, INC.

13
14 By 
15 Emil Davtyan
16 Roman Shkodnik
17 Amanda Fazio
18 Attorneys for Plaintiff
19 BLIANDA SELENA MUNOZ MENDOZA
20 and the putative class
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DEMAND FOR JURY TRIAL

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

DATED: June 2, 2025

D.LAW, INC.

By



Emil Davtyan

Roman Shkodnik

Amanda Fazio

Attorneys for Plaintiff

BLIANDA SELENA MUNOZ MENDOZA
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Navid Sharafatian, *Agent for Service*
15401 Anacapa Road
Victorville CA, 92392

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Katheryn Perez