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MARA JAZMIN GOMEZ CRUZ; MIRIAM
LOZANO; EDGAR MISAEL MALDONADO on
behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ALEJANDRA BARAJAS; MARA JAZMIN
GOMEZ CRUZ; MIRIAM LOZANO;
EDGAR MISAEL MALDONADO, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

EMPLOYMENT SOLUTIONS, INC., a
California corporation; RELISH LABS LLC,
dba HOME CHEF, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVSB2215658

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION;
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiffs ALEJANDRA BARAJAS; MARA JAZMIN GOMEZ CRUZ; MIRIAM LOZANO; EDGAR MISAEAL MALDONADO (“Plaintiffs”), as individuals and on behalf of all others similarly situated, who allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against EMPLOYMENT SOLUTIONS, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“Employment Solutions”); RELISH LABS LLC, dba HOME CHEF, and any of its respective subsidiaries or affiliated companies within the State of California (“Relish”); and, with DOES 1 through 100, as further defined below, (hereinafter, collectively, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq* (“PAGA”), against Defendants and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiffs

3. Plaintiff ALEJANDRA BARAJAS is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff ALEJANDRA BARAJAS as a non-exempt employee, with duties that included, but were not limited to, labeling, organizing, and loading boxes with food. Plaintiffs are informed

1 and believe, and based thereon allege that Plaintiff ALEJANDRA BARAJAS worked for
2 Defendants from approximately June of 2021 through approximately October of 2021.

3 4. Plaintiff MARA JAZMIN GOMEZ CRUZ is a resident of the State of California. At
4 all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that
5 Defendants employed Plaintiff MARA JAZMIN GOMEZ CRUZ as a non-exempt employee, with
6 duties that included, but were not limited to, labeling, organizing, and loading boxes with food.
7 Plaintiffs are informed and believe, and based thereon allege that Plaintiff MARA JAZMIN
8 GOMEZ CRUZ worked for Defendants from approximately March of 2021 through approximately
9 October of 2021.

10 5. Plaintiff MIRIAM LOZANO is a resident of the State of California. At all relevant
11 times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed
12 Plaintiff MIRIAM LOZANO as a non-exempt employee, with duties that included, but were not
13 limited to, labeling, organizing, and loading boxes with food. Plaintiffs are informed and believe,
14 and based thereon allege that Plaintiff MIRIAM LOZANO worked for Defendants from
15 approximately May of 2021 through approximately October of 2021.

16 6. Plaintiff EDGAR MISAEL MALDONADO is a resident of the State of California.
17 At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that
18 Defendants employed Plaintiff EDGAR MISAEL MALDONADO as a non-exempt employee, with
19 duties that included, but were not limited to, going to meetings, retrieving food from farms,
20 delivering food to production department for people to pack. Plaintiffs are informed and believe,
21 and based thereon allege that Plaintiff EDGAR MISAEL MALDONADO worked for Defendants
22 from approximately April of 2021 through approximately October of 2021.

23 **B. Defendants**

24 7. Plaintiffs are informed and believe and based thereon allege that defendant Relish is,
25 and at all times relevant hereto was, a limited liability company organized and existing under and
26 by virtue of the laws of the State of Delaware and doing business in the County of San Bernardino,
27 State of California.

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8. Plaintiffs are informed and believe and based thereon alleges that defendant Employment Solutions is, and at all times relevant hereto was, a company organized and existing under and by virtue of the laws of the State of California and doing business in the County of San Bernardino, State of California. Plaintiffs are informed and believe, and based thereon allege, that Employment Solutions is a labor contractor within the meaning of Labor Code section 2810.3 that provides outplacement staffing and payroll services for various industries and professions, including for Relish. At all relevant times herein, Employment Solutions employed Plaintiffs and similarly situated employees within the State of California.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed and believe and based thereon allege that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs are informed and believe, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), 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. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include Employment Solutions, Relish, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

10. Plaintiffs are informed and believe and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

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11. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon alleges that Defendants, and each of them, are joint employers.

JURISDICTION

13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

14. Venue is proper in San Bernardino County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, San Bernardino County is where the causes of action complained of herein arose and the county in which the employment relationships began. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in San Bernardino County, and because Defendants employ numerous Class Members in San Bernardino County.

15. Plaintiffs are each an “aggrieved employee” under PAGA, as they were employed by Defendants during the applicable statutory period and suffered on or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover, on behalf of themselves and all other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA plus reasonable attorneys’ fees and costs, as the term of “civil penalty” is defined under *ZB N.A. v. Superior Court* (209) 9 Cal.5th 175.

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1 16. Plaintiffs seek to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
3 *Court* (2009) 46 Cal. 4th 969. According to the same authorities, class certification of the PAGA
4 allegations described herein is not required.

5 17. During the period beginning one (1) year preceding the provision of notice to the
6 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
7 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
8 232.5, 246 et seq., 32, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802,
9 2810.3, and 2810.5, among others.

10 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
11 such as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees
12 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 19. On or around February 16, 2022 Plaintiff ALEJANDRA BARAJAS provided written
15 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
16 requested, of Defendants’ violation of various, including the herein-described, provisions of the
17 Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants,
18 and each of them.

19 20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
21 calendar days of the February 16, 2022 postmarked date of the herein-described notice sent by
22 Plaintiff ALEJANDRA BARAJAS to the LWDA and Defendants.

23 21. On or around February 16, 2022 Plaintiff MARA JAZMIN GOMEZ CRUZ provided
24 written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
25 requested, of Defendants’ violation of various, including the herein-described, provisions of the
26 Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants,
27 and each of them.

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1 22. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
2 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
3 calendar days of the February 16, 2022 postmarked date of the herein-described notice sent by
4 Plaintiff MARA JAZMIN GOMEZ CRUZ to the LWDA and Defendants.

5 23. On or around September 30, 2022 Plaintiff MIRIAM LOZANO provided written
6 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
7 requested, of Defendants' violation of various, including the herein-described, provisions of the
8 Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants,
9 and each of them.

10 24. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the September 30, 2022 postmarked date of the herein-described notice sent by
13 Plaintiff MIRIAM LOZANO to the LWDA and Defendants

14 25. On or around September 30, 2022 Plaintiff EDGAR MISAEAL MALDONADO
15 provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with
16 return receipt requested, of Defendants' violation of various, including the herein-described,
17 provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt
18 requested to Defendants, and each of them.

19 26. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
21 calendar days of the September 30, 2022 postmarked date of the herein-described notice sent by
22 Plaintiff EDGAR MISAEAL MALDONADO to the LWDA and Defendants

23 27. Plaintiffs also provided Defendants, and each of them, with notice under Labor Code
24 section 2810.3, subdivision (d) that Plaintiffs would seek to hold them liable for each other's wage
25 and hour violations under Labor Code section 2810.3 on February 16, 2022 by certified mail with
26 return receipt requested.

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FACTUAL BACKGROUND

28. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

29. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

30. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

31. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws.

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1 32. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
3 full amount of their wages owed to them upon termination and/or resignation as required by Labor
4 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
5 minimum wages, and premium wages.

6 33. For at least one (1) year prior to the filing of this Action and continuing to the present,
7 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
8 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
9 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate; the name and address of the legal entity that is the employer and
11 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
12 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
13 wages earned, as well as gross and net wages paid, and the name and address of the legal entity or
14 entities that is or are the employer(s).

15 34. For at least three (3) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
17 costs incurred in separately laundering mandatory work uniforms and using cellular phones for
18 work-related purposes.

19 35. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
20 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
21 512, 1194, 1194.2, 1197, 2802, 2810.3, and California Code of Regulations, Title 8, section 11040,
22 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
23 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
24 indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other
25 such provisions of California law, and reasonable attorneys' fees and costs.

26 36. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
27 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
28 prohibiting Defendants from further violating the Labor Code and requiring the establishment of

1 appropriate and effective means to prevent further violations, as well as all monies owed but
2 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
3 restitution of amounts owed.

4 **CLASS ACTION ALLEGATIONS**

5 37. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
6 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
7 and former non-exempt employees of Defendants within the State of California at any time
8 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
9 of the class action is provided to the class (collectively referred to as "Class Members").

10 38. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
11 to amend or modify the class description with greater specificity, further divide the defined class
12 into subclasses, and to further specify or limit the issues for which certification is sought.

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

16 **A. Numerosity**

17 40. The potential Class Members as defined are so numerous that joinder of all the
18 members of the Class is impracticable. While the precise number of Class Members has not been
19 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
20 Members employed by Defendants within the State of California.

21 41. Accounting for employee turnover during the relevant periods necessarily increases
22 this number. Plaintiffs allege Defendants' employment records would provide information as to the
23 number and location of all Class Members. Joinder of all members of the proposed Class is not
24 practicable.

25 **B. Commonality**

26 42. There are questions of law and fact common to Class Members. These common
27 questions include, but are not limited to:

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- 1 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
2 worked at a proper overtime rate of pay?
- 3 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
4 for all other time worked at the employee's regular rate of pay and a rate of pay that
5 is greater than the applicable minimum wage?
- 6 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
7 Class Members to take compliant meal periods?
- 8 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed or interrupted meal periods?
- 10 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
11 Class Members to take compliant rest periods?
- 12 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
13 with additional wages for missed rest periods?
- 14 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
15 Members upon termination or resignation all wages earned?
- 16 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
17 section 203?
- 18 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
19 Class Members with accurate wage statements?
- 20 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
21 losses incurred in direct consequence of the discharge of their duties or by obedience
22 to the directions of Defendants as required under Labor Code section 2802?
- 23 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
24 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 25 L. Are Class Members entitled to restitution of wages under Business and Professions
26 Code section 17203?
- 27 M. Are Class Members entitled to costs and attorneys' fees?
- 28 N. Are Class Members entitled to interest?

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1 49. At all times relevant to this Complaint, Labor Code section 510 was in effect and
2 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
3 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
4 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

5 50. At all times relevant to this Complaint, Labor Code section 510 further provided that
6 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
7 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
8 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
9 pay.”

10 51. Four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
12 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
13 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
14 result of, including but not limited to, Defendants failing to accurately track and/or pay for all
15 minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class
16 Members.

17 52. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
18 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
19 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
20 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
21 applicable IWC Wage Orders, and California law.

22 53. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
23 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
24 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
25 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

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1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 54. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 55. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 56. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
8 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 57. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked
12 at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class
13 Members.

14 58. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
15 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
16 for all hours worked or otherwise due.

17 59. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
18 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
19 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
20 damages, reasonable attorneys' fees and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **(Failure to Provide Meal Periods – Against All Defendants)**

23 60. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
24 preceding paragraphs as though fully set forth hereat.

25 61. At all relevant times, Plaintiffs and Class Members were employees or former
26 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

27 62. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
28 employ an employee for a work period of more than five (5) hours without a timely meal break of

1 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
2 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
3 per day without providing the employee with a second timely meal period of not less than thirty (30)
4 minutes in which the employee is relieved of all of his or her duties.

5 63. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
6 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
7 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
8 of compensation for each workday that the meal period is not provided.

9 64. For four (4) years prior to the filing of the Complaint in this Action through the
10 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
11 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
12 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
13 at the Class Member's regular rate of compensation on the occasions that Class Members were not
14 provided compliant meal periods.

15 65. By their failure to provide Plaintiffs and Class Members compliant meal periods as
16 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
17 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
18 violated the provisions of Labor Code section 512 and applicable Wage Orders.

19 66. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
21 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

22 67. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
23 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
24 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
25 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Provide Rest Periods – Against All Defendants)**

3 68. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 69. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

7 70. California law and applicable Wage Orders require that employers “authorize and
8 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
9 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
10 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
11 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
12 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
13 thirty (30) minutes of paid rest period.

14 71. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
17 regular rate of compensation for each work day that the rest period is not provided.

18 72. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
20 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
21 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
22 Member’s regular rate of compensation on the occasions that Class Members were not authorized
23 or permitted to take compliant rest periods.

24 73. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
25 take rest periods contemplated by California law, and one (1) additional hour of pay at the
26 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
27 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
28 Orders.

74. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

75. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

76. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

77. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

78. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

79. Plaintiffs are informed and believe, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

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80. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

81. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

82. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

83. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

84. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

85. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

86. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

1 87. Plaintiffs are informed and believe, and based thereon alleges, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
5 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
6 all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate; and the name and address of the legal entity that is the employer.

8 88. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
9 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
10 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
11 provided wage statements that Defendants knew were not accurate.

12 89. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
13 suffered injury. The absence of accurate information on Class Members' wage statements at times
14 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
15 mathematical computations to determine the amount of wages owed; causes difficulty and expense
16 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
17 about wages and amounts deducted from wages to state and federal governmental agencies, among
18 other things.

19 90. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
20 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
21 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
22 pay period, not to exceed an aggregate \$4,000.00 per employee.

23 91. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
24 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
25 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
26 attorneys' fees, and costs of suit.

27 / / /

28 / / /

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 2802 – Against All Defendants)**

3 92. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 93. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

7 94. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
8 his or her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties . . .”

10 95. For three (3) years prior to the filing of the Complaint in this Action through the
11 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
12 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
13 obedience to the directions of Defendants that included, without limitation: separately laundering
14 mandatory work uniforms and using cellular phones for work-related purposes.

15 96. During that time period, Plaintiffs are informed and believe, and based thereon allege
16 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs sand
17 Class Members for those losses and/or expenditures.

18 97. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
19 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
20 herein-described losses and/or expenditures.

21 98. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
23 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
24 costs of suit.

25 **EIGHTH CAUSE OF ACTION**

26 **(Unfair Competition – Against All Defendants)**

27 99. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
28 preceding paragraphs as though fully set forth hereat.

100. Plaintiffs are informed and believe, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

101. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class Members have suffered injury in fact and lost money or property.

102. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

103. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

NINTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)

104. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

105. At all relevant times herein, Labor Code section 204, requires and required that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

106. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

107. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

108. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

109. Labor Code section 226.3 states 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 citation 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 records required in subdivision (a) of Section 226.”

1 110. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
2 this section are in addition to any other penalty provided by law.”

3 111. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to furnish non-exempt employees, including, without
5 limitation, Plaintiffs, itemized wage statements that accurately reflect gross wages earned; total
6 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate; and other such information as required
8 by Labor Code section 226, subdivision (a).

9 112. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
11 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
12 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
13 period for each subsequent violation

14 Violation of Labor Code § 558

15 113. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
16 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
17 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
18 penalty as follows:

- 19 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
20 pay period for which the employee was underpaid in addition to an amount sufficient
21 to recover underpaid wages;
- 22 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to
24 an amount sufficient to recover underpaid wages;
- 25 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

26 114. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
27 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
28 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime

1 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
2 regular payday designated by employer, the name of the employer, including any “doing business
3 as” names used, the name, address, and telephone number of the workers’ compensation insurance
4 carrier, information regarding paid sick leave, and other pertinent information.

5 115. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
8 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
9 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

10 Violation of Labor Code § 1174.5

11 116. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
12 every person employing labor in California to “[a]llow any member of the commission or the
13 employees of the Division of Labor Standards Enforcement free access to the place of business or
14 employment of the person to secure any information or make any investigation that they are
15 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
16 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
17 or papers of the person.”

18 117. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
19 every person employing labor in California to “[k]eep a record showing the names and addresses of
20 all employees employed and the ages of all minors.”

21 118. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
22 every person employing labor in California to “[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
25 piece rate paid to, employees employed at the respective plants or establishments. These records
26 shall be kept in accordance with rules established for this purpose by the commission, but in any
27 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
28 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units

1 earned.”

2 119. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
3 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
4 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
5 member of the commission or employees of the division to inspect records pursuant to subdivision
6 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

7 120. Plaintiffs are informed and believe, and based thereon alleges, that Defendants have
8 willfully failed to keep adequate or accurate time records including wage statements and similar
9 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
10 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
11 under Labor Code section 1174.

12 121. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
15 hundred dollars (\$500) per violation per Aggrieved Employee.

16 Violation of Labor Code § 1197.1

17 122. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
18 person acting either individually or as an officer, agent, or employee of another person, who pays
19 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
20 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
21 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
22 Section 203 as follows:

23 (1) For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the
25 employee is underpaid. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 (2) For each subsequent violation for the same specific offense, two hundred fifty

1 dollars (\$250) for each underpaid employee for each pay period for which the
2 employee is underpaid regardless of whether the initial violation is
3 intentionally committed. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.

6 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
7 Section 203, recovered pursuant to this section shall be paid to the affected
8 employee.”

9 123. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
11 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ to pay
12 minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual
13 and liquidated damages.

14 124. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
17 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
18 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
19 subsequent violation.

20 Civil Penalties Under Labor Code § 2699

21 125. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
22 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
23 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code section 2699.3.

27 126. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
28 Code except those for which a civil penalty is specifically provided, the established civil penalty for

1 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
2 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 127. Plaintiffs are informed and believe, and based thereon alleges that Defendants, and
6 each of them, violated the Labor Code sections described herein, including, without limitation, for
7 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
8 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
9 name of the employer, including any “doing business as” names used, the name, address, and
10 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
11 leave, and other pertinent information required to be disclosed by Defendants under Labor Code
12 section 2810.5, failing to provide Plaintiffs and other Aggrieved Employees with the amount of paid
13 sick leave required to be provided pursuant to California and local laws.

14 128. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
15 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
16 connection with their herein-described claims for civil penalties

17 **DEMAND FOR JURY TRIAL**

18 129. Plaintiffs demand a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
21 against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
- 23 B. An Order appointing Plaintiffs as Class representative and appointing Plaintiffs’
24 counsel as class counsel;
- 25 C. Damages for all wages earned and owed, including minimum. overtime wages and
26 unpaid wages for vested vacation time, under Labor Code sections 510, 1194, 1197
27 and 1199;
- 28 D. Liquidated damages pursuant to Labor Code section 1194.2;

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512, and 226.7;
- 3 F. Penalties for inaccurate wage statements under Labor Code sections 226,
4 subdivision (e) and 558.1;
- 5 G. Waiting time penalties under Labor Code section 203 and;
- 6 H. Damages under Labor Code section 2802;
- 7 I. Preliminary and permanent injunctions prohibiting Defendants from further
8 violating the California Labor Code and requiring the establishment of appropriate
9 and effective means to prevent future violations;
- 10 J. Restitution of wages and benefits due which were acquired by means of any unfair
11 business practice, according to proof;
- 12 K. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 13 L. For attorneys' fees in prosecuting this action;
- 14 M. For costs of suit incurred herein;
- 15 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;
- 17 O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 19 P. For such other and further relief as the Court deems just and proper.
- 20

21 Dated: May 9, 2023

BIBIYAN LAW GROUP, P.C.

22
23 BY: /s/ Amanda L. Fazio

24 Amanda L. Fazio

25 Attorneys for Plaintiff, ALEJANDRA BARAJAS;
26 MARA JAZMIN GOMEZ CRUZ; MIRIAM
27 LOZANO; EDGAR MISAEL MALDONADO on
28 behalf of themselves and all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Blvd., Suite 500, Beverly Hills, California 90211.

On May 9, 2023, and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **PLAINTIFF'S SECOND AMENDED CLASS ACTION COMPLAINT**, to be served as set forth in the below service list:

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BY E-MAIL OR ELECTRONIC TRANSMISSION:

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be sent from e-mail address bryant@tomorrowlaw.com to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 9, 2023, at Beverly Hills, California.


Bryant Gamez