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and all other similarly situated current
and former employees of Defendants

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Superior Court of California
County of Fresno
By: Asina Yang, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

PINA UNG, individually, and on behalf of all
other similarly situated current and former
employees of Defendants,

Plaintiffs,

vs.

BRODER BROS. CO., dba ALPHABRODER,
a corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: [23CECG01529](#)

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
2. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
3. Failure to Pay Minimum and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
4. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and

REPRESENTATIVE ACTION FOR:

7. Civil penalties, PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff PINA UNG (“Plaintiff”) on behalf of the State of California himself and all other
2 similarly situated current and former employees of Defendant BRODER BROS. CO., dba
3 ALPHABRODER (“Defendant”), hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction over any and all causes of action asserted
6 herein. Article VI, § 10 of the California Constitution and California Code of Civil Procedure §
7 410.10 give the courts of the State of California jurisdiction over (1) civil action in which the
8 matter in controversy, exclusive of interest, exceeds \$25,000 that either (2) arises under the laws
9 of the State of California or (3) is subject to adjudication in the courts of the State of California.

10 2. This Court has personal jurisdiction over Defendant because Defendant is a
11 corporation with their principal places of business located in the County of Fresno.

12 3. Pursuant to Code of Civil Procedure § 395, venue is proper in this judicial district.
13 Defendant's principal place of business in California is at 4247 South Minnewawa Ave, Fresno,
14 CA 93725. Defendant maintain facilities and transact business in the County of Fresno.
15 Defendant’ illegal payroll policies and practices which are the subject of this action were applied,
16 at least in part, to Plaintiff and the proposed Class in the County of Fresno.

17 **INTRODUCTION & GENERAL ALLEGATIONS**

18 4. Plaintiff brings this action against Defendants and DOES 1 through 100, inclusive,
19 (hereinafter collectively referred to as “DEFENDANTS”) for California Labor Code violations
20 stemming from DEFENDANTS’ failure to provide meal periods, failure to provide rest periods,
21 failure to pay all wages due during employment, including minimum and straight time wages,
22 failure to provide accurate wage statements and maintain accurate payroll records, and failure to
23 pay all wages due to terminated employees.

24 5. Plaintiff brings the first (1st) through seventh (6th) causes of action individually, and
25 on behalf of all similarly situated current and former employees of DEFENDANTS (hereinafter
26 collectively referred to as “PLAINTIFFS” or the “CLASS”).

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1 6. Plaintiff brings the eighth (7th) cause of action as a representative action under the
2 Labor Code Private Attorneys General Act of 2004 (“PAGA”) to recover civil penalties owed to
3 the State of California and current and former aggrieved employees of DEFENDANTS.

4 7. Plaintiff PINA UNG is a resident of the State of California, County of Fresno.
5 DEFENDANTS employed Plaintiff as an hourly, nonexempt employee at DEFENDANTS’
6 Fresno, California location from approximately April 2017 to April 2022.

7 8. Throughout the time period involved in this case, DEFENDANTS have wrongfully
8 failed to authorize and permit timely, adequate, and duty-free meal periods for PLAINTIFFS.
9 DEFENDANTS regularly required PLAINTIFFS to work in excess of five (5) consecutive hours a
10 day without providing a thirty (30) minute, continuous and uninterrupted, meal period for every
11 five (5) hours of work, and/or without adequately compensating PLAINTIFFS for meal periods
12 that were not provided by the end of the fifth (5th) hour of work or tenth (10th) hour of work.
13 Moreover, DEFENDANTS failed to pay meal period premiums at the rates required by California
14 law by, among other things, failing to adjust PLAINTIFFS’ regular wages rates to reflect the per-
15 hour value of any nondiscretionary compensation earned by them including, without limitation,
16 the per-hour value of employer-provided meals, incentive pay, and mini-bar goods/services.

17 9. Throughout the time period involved in this case, DEFENDANTS have wrongfully
18 failed to authorize and permit timely and duty-free rest periods for PLAINTIFFS.
19 DEFENDANTS regularly required PLAINTIFFS to work in excess of four (4) consecutive hours
20 a day without a ten (10) minute, continuous and uninterrupted rest period for every four (4) hours
21 of work (or major fraction thereof), and/or without compensation for rest periods that were not
22 authorized or permitted. Moreover, DEFENDANTS failed to pay rest period premiums at the
23 rates required by California law by, among other things, failing to adjust PLAINTIFFS’ regular
24 wages rates to reflect the per-hour value of any nondiscretionary compensation earned by them
25 including, without limitation, the per-hour value of employer-provided meals, incentive pay, and
26 mini-bar goods/services.

27 10. DEFENDANTS, as a matter of practice and policy, knowingly and intentionally
28 failed to furnish PLAINTIFFS with itemized wage statements that accurately showed the total

1 hours worked by PLAINTIFFS, PLAINTIFFS' gross and net wages earned, and other information
2 required by California Labor Code section 226, subdivision (a). As a result of these violations of
3 section 226, subdivision (a), PLAINTIFFS suffered injury because, among other things: (a) the
4 violations led them to believe that they were not entitled to be paid daily minimum wages,
5 overtime wages, meal period premium wages, and rest period premium wages, even though they
6 were; (b) the violations led them to believe that they had been paid the correct minimum,
7 overtime, meal period premium, and rest period premium wages to which they were entitled, even
8 though they had not been; (c) the violations hindered them from determining the amounts of
9 minimum, overtime, meal period premium, and rest period premium wages owed to them; (d) in
10 connection with their employment before and during this action, and in connection with
11 prosecuting this action, the violations caused them to have to perform mathematical computations
12 to determine the amounts of wages owed to them, computations they would not have had to make
13 if the wage statements contained the required accurate information; (e) by understating the wages
14 truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of
15 Social Security, disability, unemployment, and other governmental benefits; (f) the wage
16 statements inaccurately understated the wages, hours, and wages rates to which PLAINTIFFS
17 were entitled, and PLAINTIFFS were paid less than the wages and wages rates to which they
18 were entitled. Accordingly, PLAINTIFFS are owed the amounts provided for in California Labor
19 Code section 226, subdivision (e).

20 11. DEFENDANTS' violations of the California Labor Code as set forth above
21 constituted unlawful business policies and practices, which were in effect throughout
22 PLAINTIFFS' employment with DEFENDANTS, and were consistently applied to PLAINTIFFS
23 for the sole and exclusive benefit of DEFENDANTS.

24 **PARTIES**

25 **A. Plaintiff**

26 12. Plaintiff PINA UNG ("Plaintiff") resides in the State of California, County of
27 Fresno. DEFENDANTS employed Plaintiff as an hourly, nonexempt employee, at
28 DEFENDANTS' Fresno, California location from approximately April 2017 to April 2022.

1 13. Plaintiff reserves the right to seek leave to amend this Complaint to add new and
2 additional Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La*
3 *Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable
4 law.

5 **B. Defendants**

6 14. Plaintiff is informed and believes, and thereupon alleges, that DEFENDANTS are
7 companies organized under and existing by virtue of the laws of the State of California. Plaintiff
8 is further informed and believes that DEFENDANTS are authorized to conduct, and do conduct,
9 business in the State of California. Upon information and belief, DEFENDANTS maintain offices
10 and conduct business, and engage in unlawful business policies and practices, in the State of
11 California.

12 15. The true names and capacities of Doe DEFENDANTS 1 through 100, inclusive,
13 are unknown to Plaintiff, who therefore sues said Doe DEFENDANTS 1 through 100, inclusive,
14 by fictitious names. Plaintiff will amend this Complaint to show their true names and capacities
15 when they have been ascertained.

16 16. Plaintiff is informed and believes, and thereupon alleges, that at all times
17 mentioned herein, Doe DEFENDANTS 1 through 100, inclusive, and each of them, were
18 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured
19 PLAINTIFFS in the State of California.

20 17. Plaintiff is informed and believes, and thereupon alleges, that all DEFENDANTS
21 engaged in the same unlawful business policies and practices through methods and schemes
22 including, without limitation, the formulation and direction of unlawful business policies and
23 practices, sharing of equipment, personnel, payroll systems and databases, and the exchange of
24 information and advice regarding payroll and human resources issues, either as an ostensible or
25 actual single entity, joint enterprise, joint employer, alter ego, division, affiliate, subsidiary,
26 parent, principal, related entity, co-conspirator, authorized agent, partner, joint venturer, and/or
27 guarantor.

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1 18. Upon information and belief, DEFENDANTS were ostensible or actual alter egos,
2 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
3 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors of
4 Doe DEFENDANTS 1 through 100, inclusive.

5 19. Upon information and belief, DEFENDANTS, and each of them, were alter egos of
6 each other and/or operating as an integrated enterprise.

7 20. DEFENDANTS, and each of them, were the joint employers of PLAINTIFFS.

8 **CLASS ACTION ALLEGATIONS**

9 21. Plaintiff brings this action individually, as well as on behalf of all other similarly
10 situated persons, and thus, seeks class certification under California Code of Civil Procedure
11 section 382.

12 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
13 authorized by California law.

14 23. The proposed CLASS consists of and is defined as:

15 All current and former nonexempt employees of DEFENDANTS that
16 worked for DEFENDANTS in the State of California for a period of
17 time within the four (4) years preceding the filing of this action. For
18 purposes of this definition, "DEFENDANTS" mean BRODER
19 BROS. CO., dba ALPHABRODER, and any of the fictitiously named
Defendants (Does 1 through 100), which may include subsidiaries of,
or companies owned by, any of the foregoing entities.

20 24. Plaintiff reserves the right to establish other sub-classes as appropriate.

21 25. At all material times, Plaintiff was a member of the CLASS.

22 26. Plaintiff's first (1st) through seventh (6th) causes of action are appropriately suitable
23 for class action treatment because:

24 (a) Numerosity: The members of the CLASS are so numerous that joinder of
25 all members would be unfeasible and impracticable. The membership of the entire CLASS is
26 unknown to Plaintiff at this time; however, the CLASS is estimated to be greater than one hundred
27 (100) individuals and the identity of such membership is readily ascertainable by inspection of
28 DEFENDANTS' records.

1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
2 the interests of each CLASS member with whom there is a shared, well-defined community of
3 interest, and Plaintiff's claims are typical of all CLASS members' claims as demonstrated herein.

4 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
5 the interests of each CLASS member with whom there is a shared, well-defined community of
6 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with, or
7 interests antagonistic to, any CLASS member. Plaintiff's attorneys, the proposed Class Counsel,
8 are well versed in the rules governing class action discovery, certification, and settlement.
9 Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and
10 attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this
11 action for the substantial benefit of each CLASS member.

12 (d) Superiority: A class action is superior to other available methods for the
13 fair and efficient adjudication of the controversy, given (i) the interests of the CLASS members in
14 individually controlling the prosecution or defense of separate actions; (ii) the extent and nature of
15 any litigation concerning the controversy already commenced by or against members of the
16 CLASS; (iii) the desirability or undesirability of concentrating the litigation of the claims in the
17 particular forum; and (iv) the difficulties likely to be encountered in the management of a class
18 action.

19 (e) Public Policy Considerations: Employers in the State of California violate
20 employment and labor laws every day. Current employees are often afraid to assert their rights
21 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
22 because they believe their former employers might damage their future endeavors through
23 negative references and/or other means. Class actions provide the CLASS members who are not
24 named in the complaint with a type of anonymity that allows for the vindication of their rights at
25 the same time as their privacy is protected.

26 27. There are common questions of law and fact as to the CLASS that predominate
27 over questions affecting only individual members, such as whether, as alleged herein,
28 DEFENDANTS have: (a) failed to authorize and permit timely, adequate, and duty-free meal

1 periods and pay adequate meal period premium wages to CLASS members; (b) failed to authorize
2 and permit timely and duty-free rest periods and pay adequate rest period premium wages to
3 CLASS members; (c) failed to pay CLASS members for all hours worked during employment,
4 including, minimum, and straight time wages; (d) failed to pay all wages due to terminated
5 CLASS members; and (e) failed to provide accurate wage statements to CLASS members and
6 maintain accurate payroll records.

7 28. This Court should permit this action to be maintained as a class action pursuant to
8 California Code of Civil Procedure section 382 because:

9 (a) The questions of law and fact common to the CLASS predominate over any
10 question affecting only individual members;

11 (b) A class action is superior to any other available method for the fair and
12 efficient adjudication of the claims of the members of the CLASS;

13 (c) The members of the CLASS are so numerous that it is impracticable to
14 bring them all before the Court;

15 (d) Plaintiff, and the other members of the CLASS, will not be able to obtain
16 effective and economic legal redress unless the action is maintained as a class action;

17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the statutory violations, and in obtaining adequate compensation for the
19 damages and injuries for which DEFENDANTS are responsible in an amount sufficient to
20 adequately compensate the members of the CLASS for the injuries sustained;

21 (f) Without class certification, the prosecution of separate actions by individual
22 members of the CLASS would create a risk of (i) inconsistent or varying adjudications with
23 respect to individual members of the CLASS, which would establish incompatible standards of
24 conduct for DEFENDANTS; and/or (ii) adjudications with respect to the individual members
25 which would, as a practical matter, be dispositive of the interests of other members not parties to
26 the adjudications, or would substantially impair or impede their ability to protect their interests,
27 including, but not limited to, the potential for exhausting the funds available from those parties
28 who are, or may be, responsible DEFENDANTS; and

1 (g) DEFENDANTS have acted or refused to act on grounds generally
2 applicable to the CLASS, thereby making final injunctive relief appropriate with respect to the
3 CLASS as a whole.

4 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of
5 the CLASS that would set forth the subject and nature of the instant action. DEFENDANTS' own
6 business records may be utilized for assistance in the preparation and issuance of the contemplated
7 notices. To the extent that any further notices may be required, Plaintiff would contemplate the
8 use of additional techniques and forms commonly used in class actions, such as published notice,
9 e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods
10 suitable to the CLASS and deemed necessary and/or appropriate by the Court.

11 **FIRST CAUSE OF ACTION**

12 **Against All Defendants for Failure to Provide Meal Periods** 13 **(California Labor Code, §§ 226.7, 512; IWC Wage Order No. 5-2001)**

14 30. Plaintiff incorporates by reference and realleges, as if fully stated herein,
15 paragraphs one (1) through twenty-eight (29) of this Complaint.

16 31. Under California law, DEFENDANTS had an affirmative obligation to relieve
17 PLAINTIFFS of all duties in order to take their first (1st) daily meal periods no later than the fifth
18 (5th) hour of work in a workday, and to take their second (2nd) daily meal periods no later than the
19 tenth (10th) hour of work in the workday. However, despite these legal requirements,
20 DEFENDANTS regularly failed to authorize and permit PLAINTIFFS to take adequate, timely,
21 and duty-free meal periods as required by California law.

22 32. Moreover, DEFENDANTS were obligated under California law to pay
23 PLAINTIFFS one (1) hour of additional wages each time a meal period was not authorized or
24 permitted. However, despite these legal requirements, DEFENDANTS regularly failed to pay
25 PLAINTIFFS the premium wages to which they were entitled for meal periods that were not
26 provided, and failed to pay them at the appropriate legal rates. In calculating PLAINTIFFS'
27 "regular rate[s] of compensation" pursuant to California Labor Code section 226.7, subdivision
28 (c), DEFENDANTS failed to make adjustments to reflect the per-hour value of all

1 nondiscretionary compensation earned by PLAINTIFFS, including, without limitation, the per-
2 hour value of their employer-provided meals, incentive pay, and mini-bar goods/services. As a
3 result, DEFENDANTS are liable to PLAINTIFFS for one (1) hour of additional wages, at
4 appropriate rates, for each workday that they did not receive a meal period.

5 33. By failing to keep adequate time records as required by the California Labor Code
6 and applicable IWC wage orders, DEFENDANTS have made it difficult for PLAINTIFFS to
7 calculate the full extent of meal period premium wage compensation due to them.

8 34. California Labor Code section 204 requires employers to provide employees with
9 all wages due and payable twice a month. Throughout the statute of limitations period applicable
10 to this cause of action, PLAINTIFFS were entitled to be paid their regular, overtime, and premium
11 wages twice a month at rates required by law. However, during all such times, DEFENDANTS
12 systematically failed and refused to pay PLAINTIFFS all such wages due, and failed to pay those
13 wages twice a month.

14 35. As a result of DEFENDANTS' wage and hour law violations, as set forth herein
15 above, PLAINTIFFS have been damaged in an amount according to proof at time of trial, and
16 seek all wages earned and due, interest, penalties, attorneys' fees, and costs of suit, including,
17 without limitation, penalties provided by California Labor Code section 558, subdivision (a).

18 **SECOND CAUSE OF ACTION**

19 **Against All Defendants for Failure to Provide Rest Periods** 20 **(Cal. Labor Code, § 226.7; IWC Wage Order No. 5-2001)**

21 36. Plaintiff incorporates by reference and realleges, as if fully stated herein,
22 paragraphs one (1) through thirty-four (35) of this Complaint.

23 37. Under California law, DEFENDANTS had an affirmative obligation to authorize
24 and permit duty-free rest periods of an uninterrupted ten (10) minutes for each four (4) hours of
25 work, or major fraction thereof (i.e., more than two (2) hours). That is, the required number of
26 rest breaks is equal to the number of work hours divided by four (4). If the work time is not
27 evenly divided by four (4), round the result down if the remaining fractional part is one-half or
28 less than one-half, and round the result up if the remaining fractional part is more than one-half.

1 Applying this formula, employees are entitled to: one (1) rest period for workdays three and one-
2 half (3.5) to six (6) hours in length; two (2) rest periods for workdays between six (6) and ten (10)
3 hours in length; and three (3) rest periods for workdays between ten (10) and fourteen (14) hours
4 in length.

5 38. Despite the foregoing legal requirements, DEFENDANTS failed to authorize and
6 permit PLAINTIFFS to take timely, duty-free rest breaks of ten (10) minutes in length, regardless
7 of whether employees worked more than four (4) hours in a day.

8 39. Moreover, DEFENDANTS were obligated under California law to pay
9 PLAINTIFFS one (1) hour of additional wages each time a rest period was not authorized or
10 permitted. However, despite these legal requirements, DEFENDANTS regularly failed to pay
11 PLAINTIFFS the premium wages to which they were entitled for rest periods that were not
12 authorized or permitted, and failed to pay them at the appropriate legal rates. In calculating
13 PLAINTIFFS' "regular rate[s] of compensation" pursuant to California Labor Code section 226.7,
14 subdivision (c), DEFENDANTS failed to make adjustments to reflect the per-hour value of all
15 nondiscretionary compensation earned by PLAINTIFFS, including, without limitation, the per-
16 hour value of their employer-provided meals, incentive pay, and mini-bar goods/services. As a
17 result, DEFENDANTS are liable to PLAINTIFFS for one (1) hour of additional wages, at
18 appropriate rates, for each workday that they did not receive a rest break.

19 40. By failing to keep adequate time records as required by the California Labor Code
20 and applicable IWC wage orders, DEFENDANTS have made it difficult for PLAINTIFFS to
21 calculate the full extent of rest period premium wage compensation due to them.

22 41. California Labor Code section 204 requires employers to provide employees with
23 all wages due and payable twice a month. Throughout the statute of limitations period applicable
24 to this cause of action, PLAINTIFFS were entitled to be paid their regular, overtime, and premium
25 wages twice a month at rates required by law. However, during all such times, DEFENDANTS
26 systematically failed and refused to pay PLAINTIFFS all such wages due, and failed to pay those
27 wages twice a month.

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42. As a result of DEFENDANTS' wage and hour law violations, as set forth herein above, PLAINTIFFS have been damaged in an amount according to proof at time of trial, and seek all wages earned and due, interest, penalties, attorneys' fees, and costs of suit, including, without limitation, penalties provided by California Labor Code section 558, subdivision (a).

THIRD CAUSE OF ACTION

**Against All Defendants for Failure to Pay All Wages Due During Employment,
Including Minimum and Straight Time Wages
(Cal. Labor Code, §§ 204, 1194, 1197; IWC Wage Order No. 5-2001)**

43. Plaintiff incorporates by reference and realleges, as if fully stated herein, paragraphs one (1) through forty-one (42) of this Complaint.

44. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

45. At all relevant times herein mentioned, DEFENDANTS knowingly failed to compensate PLAINTIFFS for all hours worked for DEFENDANTS. Accordingly, PLAINTIFFS are entitled to recover their earned and unpaid straight time wages for all non-overtime hours worked for DEFENDANTS.

46. By and through the conduct described above, PLAINTIFFS have been deprived of their rights to be paid wages earned by virtue of their employment with DEFENDANTS.

47. By virtue of the DEFENDANTS' unlawful failure to compensate PLAINTIFFS for all non-overtime hours worked by them, PLAINTIFFS have suffered, and will continue to suffer, damages in amounts that are presently unknown to the CLASS, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

48. By failing to keep adequate time records as required by the California Labor Code and applicable IWC wage orders, DEFENDANTS have made it difficult to calculate the full extent of compensation due to PLAINTIFFS.

49. Pursuant to California Labor Code section 1194.2, PLAINTIFFS are entitled to recover liquidated damages (double damages) for DEFENDANTS' failure to pay minimum wages.

1 50. California Labor Code section 204 requires employers to provide employees with
2 all wages due and payable twice a month. Throughout the statute of limitations period applicable
3 to this cause of action, PLAINTIFFS were entitled to be paid their regular, overtime, and premium
4 wages twice a month at rates required by law. However, during all such times, DEFENDANTS
5 systematically failed and refused to pay PLAINTIFFS all such wages due, and failed to pay those
6 wages twice a month.

7 51. As a result of DEFENDANTS' wage and hour law violations, as set forth herein
8 above, PLAINTIFFS have been damaged in an amount according to proof at time of trial, and
9 seek all wages earned and due, interest, penalties, attorneys' fees, and costs of suit, including,
10 without limitation, penalties provided by California Labor Code section 558, subdivision (a).

11 **FOURTH CAUSE OF ACTION**

12 **Against All Defendants for Failure to Provide Accurate Wage Statements and Maintain**
13 **Accurate Payroll Records**
 (Cal. Labor Code, §§ 226, 1174(d); IWC Wage Order No. 5-2001)

14 52. Plaintiff incorporates by reference and realleges, as if fully stated herein,
15 paragraphs one (1) through fifty-eight (51) of this Complaint.

16 53. California Labor Code section 226, subdivision (a), provides as follows:

17 "An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the
19 check, draft, or voucher paying the employee's wages, or separately
20 if wages are paid by personal check or cash, an accurate itemized
21 statement in writing showing (1) gross wages earned, (2) total hours
22 worked by the employee, except as provided in subdivision (j), (3)
23 the number of piece-rate units earned and any applicable piece rate if
24 the employee is paid on a piece-rate basis, (4) all deductions, provided
25 that all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the
27 inclusive dates of the period for which the employee is paid, (7) the
28 name of the employee and only the last four digits of his or her social
security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity
that is the employer... and (9) all applicable hourly rates in effect
during the pay period and the corresponding number of hours worked
at each hourly rate by the employee...."

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1 54. Furthermore, California Labor Code section 1174, subdivision (d), provides that
2 every employer shall keep payroll records “showing the hours worked daily by and the wages
3 paid” to employees.

4 55. Throughout the time period involved in this case, DEFENDANTS have willfully
5 failed to provide accurate wage statements to PLAINTIFFS and maintain accurate payroll records.
6 DEFENDANTS failed to provide wage statements to PLAINTIFFS that accurately showed their
7 total hours worked, gross pay, and net pay. DEFENDANTS failed to provide wage statements to
8 PLAINTIFFS that accurately showed DEFENDANTS’ name and address. Moreover,
9 DEFENDANTS failed to maintain payroll records that showed the true “hours worked daily by
10 and the wages paid” to PLAINTIFFS.

11 56. As a result of DEFENDANTS’ violations of the California Labor Code as alleged
12 herein, PLAINTIFFS have suffered injury and damage to their statutorily-protected rights.

13 57. As a result of DEFENDANTS’ violations of the California Labor Code and related
14 laws and regulations, PLAINTIFFS have suffered, and will continue to suffer, by having to have
15 commenced this difficult and time-consuming action to determine their true wages.\

16 58. PLAINTIFFS are entitled to recover from DEFENDANTS the greater of their
17 actual damages caused by DEFENDANTS’ failure to comply with California Labor Code section
18 226, subdivision (a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
19 employee.

20 59. Pursuant to California Labor Code section 226, subdivision (h), PLAINTIFFS are
21 also entitled to injunctive relief to ensure compliance with this section.

22 **FIFTH CAUSE OF ACTION**

23 **Against All Defendants for Failure to Pay All Wages Due to Terminated Employees**
24 **(Cal. Labor Code, §§ 201, 202, 203; IWC Wage Order No. 5-2001)**

25 60. Plaintiff incorporates by reference and realleges, as if fully stated herein,
26 paragraphs one (1) through sixty-six (59) of this Complaint.

27 61. California Labor Code sections 201 and 202 provide that if an employer terminates
28 an employee, the employee’s wages earned and unpaid at the time of the discharge are due and

1 payable immediately, except that if an employee voluntarily resigns, his or her wages are due and
2 payable not later than seventy-two (72) hours thereafter, unless the employee gave seventy-two
3 (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to
4 payment of his or her wages at the time of his or her resignation.

5 62. Within the applicable statute of limitations period, Plaintiff and other CLASS
6 members were discharged by DEFENDANT or voluntarily resigned from DEFENDANTS'
7 employ. However, DEFENDANTS have failed to pay, and continue to fail to pay, without
8 abatement, Plaintiff and these CLASS members all their earned and unpaid wages as required by
9 sections 201 and 202 of the California Labor Code.

10 63. California Labor Code section 203, subdivision (a), provides that if an employer
11 willfully fails to pay earned and unpaid wages in accordance with sections 201 and 202, then the
12 wages of the employee shall continue as a penalty wage from the due date, and at the same rate
13 until paid or until an action is commenced; except that the wages shall not continue for more than
14 thirty (30) days. Despite these legal requirements, DEFENDANTS have failed to pay penalty
15 wages to Plaintiff and other CLASS members who were discharged by DEFENDANTS or
16 voluntarily resigned from DEFENDANTS' employ during the applicable statute of limitations
17 period.

18 64. Plaintiff and other CLASS members seek to recover from DEFENDANTS their
19 additionally-accruing wages for each day that they were not paid, at their regular hourly rates of
20 pay, up to thirty (30) days pursuant to California Labor Code section 203, subdivision (a), in
21 addition to all other earned and unpaid wages due, interest, penalties, attorneys' fees, and costs of
22 suit.

23 **SIXTH CAUSE OF ACTION**

24 **Against All Defendants for Unfair Business Practices** 25 **(California Business and Professions Code, § 17200 et seq.)**

26 65. Plaintiff incorporates by reference and realleges, as if fully stated herein,
27 paragraphs one (1) through seventy-one (64) of this Complaint.

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1 66. DEFENDANTS, and each of them, are “persons” as defined in California Business
2 and Professions Code section 17201.

3 67. DEFENDANTS’ conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful, and harmful to PLAINTIFFS and the general public. PLAINTIFFS seek to enforce
5 important rights affecting the public interest within the meaning of California Code of Civil
6 Procedure section 1021.5.

7 68. Violations of California Business and Professions Code section 17200 et seq. may
8 be predicated on the violation of any state or federal statute or law. All of the acts and omissions
9 described herein as violations of, among other things, the California Labor Code and relevant
10 IWC wage orders, are unlawful and in violation of public policy; and, in addition, are immoral,
11 unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful,
12 and/or fraudulent business practices under California Business and Professions Code section
13 17200 et seq. (See also *Safeway v. Superior Court* (2015) 238 Cal.App.4th 1138.)

14 69. Specifically, DEFENDANTS’ failure to provide meal periods and meal period
15 premiums, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and
16 Professions Code section 17200 et seq. (See also *Safeway v. Superior Court* (2015) 238
17 Cal.App.4th 1138.)

18 70. DEFENDANTS’ failure to provide rest periods and rest period premiums, as
19 alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions
20 Code section 17200 et seq. (See also *Safeway v. Superior Court* (2015) 238 Cal.App.4th 1138.)

21 71. DEFENDANTS’ failure to pay minimum and straight time wages, as alleged
22 above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code
23 section 17200 et seq.

24 72. DEFENDANTS’ failure to provide accurate wage statements, as alleged above,
25 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section
26 17200 et seq.

27 73. By and through their unfair, unlawful, and fraudulent business practices described
28 herein, DEFENDANTS have obtained valuable property, money, and services from

1 PLAINTIFFS, and have deprived PLAINTIFFS of valuable rights and benefits guaranteed by law,
2 all to their detriment.

3 74. DEFENDANTS have also avoided paying the appropriate taxes, insurance, and
4 other withholdings, and will continue to avoid paying the appropriate taxes, insurance, and other
5 withholdings unless and until they are enjoined from doing so.

6 75. PLAINTIFFS have suffered, and continue to suffer, monetary injury as a direct
7 result of DEFENDANTS' wrongful conduct as alleged herein.

8 76. PLAINTIFFS have no plain, speedy, and/or adequate remedy at law to redress the
9 injuries they have suffered as a consequence of DEFENDANTS' unfair, unlawful, and/or
10 fraudulent business practices. PLAINTIFFS seek a declaration that DEFENDANTS' business
11 practices alleged herein are unfair, unlawful, and/or fraudulent, and injunctive relief restraining
12 DEFENDANTS, and each of them, from engaging in any such unfair, unlawful, and/or fraudulent
13 business practices in the future.

14 77. PLAINTIFFS further seek restitution of all money and/or property that
15 DEFENDANTS have wrongfully acquired, or which PLAINTIFFS have been deprived, by means
16 of the foregoing unfair, unlawful, and/or fraudulent business practices.

17 78. PLAINTIFFS seek (a) restitution of all earned and unpaid wages wrongfully
18 withheld by DEFENDANTS during the period that commences four (4) years prior to the filing of
19 this Complaint, (b) a permanent injunction enjoining DEFENDANTS from engaging in the unfair,
20 unlawful, and/or fraudulent business practices described herein, (c) an award of attorneys' fees
21 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws, and (d)
22 an award of costs.

23 **SEVENTH CAUSE OF ACTION**

24 **Representative Action Against All Defendants** 25 **(Cal. Labor Code, § 2698 et seq.)**

26 79. Plaintiff incorporates by reference and realleges, as if fully stated herein,
27 paragraphs one (1) through eighty-six (78) of this Complaint.

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1 80. California Labor Code section 2699, subdivision (a), provides for a private right of
2 action to recover penalties for an employer's violations of the Labor Code: "Notwithstanding any
3 other provision of law, any provision of this code that provides for a civil penalty to be assessed
4 and collected by the Labor and Workforce Development Agency or any of its departments,
5 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
6 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
7 himself or herself and other current or former employees pursuant to the procedures specified in
8 Section 2699.3."

9 81. On November 23, 2022, Plaintiff delivered written notice, by certified mail, to the
10 LWDA and Defendants of the specific provisions of the Labor Code alleged to have been violated
11 by DEFENDANTS, including the facts and theories to support the violations. As of the date of
12 this Complaint, more than sixty-five (65) days have elapsed since January 27, 2023 and no notice
13 from the LWDA has been received by Plaintiff regarding the LWDA's intent to investigate the
14 alleged violations. Accordingly, Plaintiff has exhausted her administrative remedies in
15 compliance with Labor Code section 2699.3, subdivision (a), and may commence a civil action to
16 recover penalties for DEFENDANTS' violations of the Labor Code on behalf of the state and the
17 CLASS pursuant to section 2699, subdivision (a).

18 82. As a result of DEFENDANTS' violations of the California Labor Code as alleged
19 above, PLAINTIFFS are entitled to collect civil penalties pursuant to the PAGA including,
20 without limitation, the following:

21 (a) Pursuant to California Labor Code section 558, subdivision (a),
22 PLAINTIFFS, and each of them, seek a penalty of fifty dollars (\$50) for DEFENDANTS' initial
23 failure to provide a legally-compliant meal period, and a subsequent penalty of one hundred
24 dollars (\$100) for every subsequent failure thereafter;

25 (b) Pursuant to California Labor Code section 2699, subdivision (f)(2),
26 PLAINTIFFS, and each of them, seek a penalty of one hundred dollars (\$100) for
27 DEFENDANTS' initial failure to provide a meal period premium payment and a subsequent
28 penalty of two hundred dollars (\$200) for every subsequent failure thereafter;

1 (c) Pursuant to California Labor Code section 558, subdivision (a),
2 PLAINTIFFS, and each of them, seek a penalty of fifty dollars (\$50) for DEFENDANTS' initial
3 failure to provide a legally-compliant rest period, and a subsequent penalty of one hundred dollars
4 (\$100) for every subsequent failure thereafter;

5 (d) Pursuant to California Labor Code section 2699, subdivision (f)(2),
6 PLAINTIFFS, and each of them, seek a penalty of one hundred dollars (\$100) for
7 DEFENDANTS' initial failure to provide a rest break premium payment and a subsequent penalty
8 of two hundred dollars (\$200) for every subsequent failure thereafter;

9 (e) Pursuant to California Labor Code section 1197.1, subdivision (a),
10 PLAINTIFFS, and each of them, seek a penalty of one hundred dollars for DEFENDANTS' initial
11 failure to pay the minimum wage and a subsequent penalty of two hundred fifty (\$250) for every
12 subsequent violation thereafter;

13 (f) Pursuant to California Labor Code section 558, subdivision (a),
14 PLAINTIFFS, and each of them, seek a penalty of fifty dollars (\$50) for DEFENDANTS' initial
15 failure to pay overtime, and a subsequent penalty of one hundred dollars (\$100) for every
16 subsequent failure thereafter; and

17 (g) Pursuant to California Labor Code section 226.3, PLAINTIFFS, and each
18 of them, seek a penalty of two hundred fifty dollars (\$250) for the initial failure to provide an
19 accurate wage statement and a subsequent penalty of one thousand dollars (\$1,000) for every
20 subsequent failure thereafter. (Cal. Labor Code, § 226.3.)

21 **PRAYER FOR RELIEF**

22 Plaintiff, individually, and on behalf of all other similarly situated current and former
23 employees of DEFENDANTS, prays for relief and judgment against DEFENDANTS, jointly and
24 severally, as follows:

25 **Class Certification**

- 26 1. That this action be certified as a class action;
27 2. That Plaintiff be appointed as the representative of the CLASS; and
28 3. That counsel for Plaintiff be appointed as Class Counsel;

As to the First Cause of Action

4. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code sections 226.7 and 512, and the IWC wage orders;
5. For general unpaid wages and such general and special damages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For reasonable attorneys' fees and for costs of suit incurred herein; and
8. For such other and further relief as the Court may deem equitable and appropriate;

As to the Second Cause of Action

9. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code section 226.7 and the IWC wage orders;
10. For general unpaid wages and such general and special damages as may be appropriate;
11. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
12. For reasonable attorneys' fees and for costs of suit incurred herein; and
13. For such other and further relief as the Court may deem equitable and appropriate;

As to the Third Cause of Action

14. That the Court declare, adjudge and decree that DEFENDANTS violated Labor Code section 204 and 1194;
15. For general unpaid wages and such general and special damages as may be appropriate;
16. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
17. For liquidated damages;
18. For reasonable attorneys' fees and for costs of suit incurred herein; and
19. For such other and further relief as the Court may deem equitable and appropriate;

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that DEFENDANTS violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other terminated CLASS members;

21. For all actual, consequential, and incidental losses and damages, according to proof;

22. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and all other CLASS members who have left DEFENDANTS' employ;

23. For pre-judgment interest on any unpaid wages from the date such amounts were due;

24. For reasonable attorneys' fees and for costs of suit incurred herein; and

25. For such other and further relief as the Court may deem equitable and appropriate;

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that DEFENDANTS violated the record-keeping provisions of California Labor Code section 226, subdivision (a), and the applicable IWC wage orders as to Plaintiff and CLASS members, and willfully failed to provide accurate itemized wage statements thereto;

27. For all actual, consequential, and incidental losses and damages, according to proof;

28. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

29. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226, subdivision (h);

30. For reasonable attorneys' fees and for costs of suit incurred herein; and

31. For such other and further relief as the Court may deem equitable and appropriate;

As to the Sixth Cause of Action

32. That the Court declare, adjudge, and decree that DEFENDANTS violated California Business and Professions Code section 17200, et seq., by failing to provide Plaintiff

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1 and the CLASS members with legally-compliant meal and rest periods, failing to
2 provide all compensation due during employment and upon termination of
3 33. employment, including minimum, straight, and overtime wages, and failing to
4 provide accurate, itemized wage statements;
5 34. For restitution of unpaid wages to Plaintiff and all the CLASS members and
6 prejudgment interest from the day such amounts were due and payable;
7 35. For restitution from DEFENDANTS of all funds determined to have been wrongfully
8 acquired by them as a result of violations of California Business & Professions Code
9 section 17200 et seq.;
10 36. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
11 Code of Civil Procedure section 1021.5;
12 37. For injunctive relief to ensure compliance with this section, pursuant to California
13 Business & Professions Code section 17200, et seq.; and
14 38. For such other and further relief as the Court may deem equitable and appropriate;
15 and

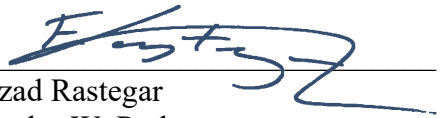
16 As to all Causes of Action

17 39. For any additional relief that the Court deems just and proper.

18 Dated: April 21, 2023

RASTEGAR LAW GROUP, APC

20 By:

21 
22 Farzad Rastegar
23 Douglas W. Perlman
24 Attorneys for Plaintiff Pina Ung, and
25 all other current and former similarly
26 situated employees of Defendants
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

Dated: April 21, 2023

RASTEGAR LAW GROUP, APC

By:


Farzad Rastegar
Douglas W. Perlman
Attorneys for Plaintiff Pina Ung, and
all other current and former similarly
situated employees of Defendants