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SUPERIOR COURT

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10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF SAN JOAQUIN**

13
14 GRISELDA RAMIREZ, an individual, on behalf
of herself and others similarly situated,

15 Plaintiff,

16 vs.

17 PACIFIC COAST PRODUCERS, a California
corporation; and DOES 1 through 50, inclusive,

18 Defendants.
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Case No. STK-CV-UOE-2022-0010664

Assigned for all purposes to:
Hon. George J. Abdallah, Dept. 10A

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Unlawful Deductions;
3. Failure to Provide Meal Periods or Compensation;
4. Failure to Permit Rest Periods or Provide Compensation;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Failure to Reimburse Business Expenses;
8. Violation of the Unfair Competition Law; and
9. Violation of the Private Attorneys General Act of 2004

Action filed: November 18, 2022
Trial Date: None set

DEMAND FOR JURY TRIAL

1 Plaintiff GRISELDA RAMIREZ (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Defendants Pacific Coast Producers and DOES 1 through 50, inclusive (collectively,
4 “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure section
7 382 against Defendants, on behalf of herself individually and a putative class of California citizens
8 who are and were employed by Defendants as non-exempt employees throughout California during
9 the Class Period (collectively the “Class” or “Class Members”). The term Class Period is defined as
10 four (4) years prior to the filing of this action to the date of class certification.

11 2. Plaintiff also brings this representative action pursuant to the Private Attorneys General
12 Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) against Defendants, on behalf of herself
13 individually and other aggrieved employees who are and were employed by Defendants as non-exempt
14 employees throughout California during the PAGA Period. The term PAGA Period is defined as one
15 (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
16 Agency (LWDA) and Defendants until judgment.

17 3. Defendants own and operate a business that specializes in canning fruits and tomatoes
18 for private brands throughout the world, and operate multiple locations throughout California.

19 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
20 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
21 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
22 Members, and contribute to Defendants’ deliberate unfair competition.

23 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
24 and continue to violate state wage and hour laws by, among other things:

- 25 (a) failing to pay all wages (including minimum, regular, overtime, and double time wages)
26 including wages at the proper rate of pay for overtime, double time, meal and rest
27 period premiums, sick pay, and vacation pay;
- 28 (b) unlawfully deducting wages;

- (c) failing to provide lawful meal periods or compensation in lieu thereof;
- (d) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- (e) failing to provide accurate itemized wage statements;
- (f) failing to pay all wages due upon separation of employment; and
- (g) failing to reimburse business expenses.

6. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 210, 218.6, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and California Code of Civil Procedure section 1021.5.

JURISDICTION AND VENUE

7. This is a class action pursuant to California Code of Civil Procedure section 382 and representative action pursuant to Labor Code sections 2698 *et. seq.* ("PAGA"). The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

9. This Court has jurisdiction over all Defendants because, upon information and belief, they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

11. Plaintiff is a California citizen and resides in San Joaquin County, California. Defendants employed Plaintiff as a non-exempt employee during the Class Period. During her employment with Defendants, Plaintiff belonged to a union, and her job duties consisted of quality control by grading and testing tomatoes in PCP's lab, obtaining samples of tomatoes and grading the amount of salt and acid, examining PH levels and temperature of sauces, and examining cans and any other tomato products. Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.

12. Defendant Pacific Coast Producers ("PCP") was and is a corporation doing business throughout the State of California, with its principal place of business in Lodi, California in San Joaquin County. PCP Defendants own and operate a business that specializes in canning fruits and tomatoes for private brands throughout the world, and operates five (5) locations in California, in the cities of Lodi, Oroville, and Woodland.

13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

14. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff will seek leave of court to amend this FAC and serve such fictitiously named Defendants when their names and capacities are ascertained.

15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

16. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, 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.

17. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or

1 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
2 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
3 acted as the employer and/or joint employer of Plaintiff and the Class Members.

4 18. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
5 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
6 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
7 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
8 all Defendants were in accordance with, and represent, the official policy of Defendants.

9 19. At all relevant times, Defendants, and each of them, acted within the scope of such
10 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
11 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
12 Defendants in proximately causing the damages herein alleged.

13 20. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
14 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
15 occurrences, and transactions alleged herein.

16 **CLASS ALLEGATIONS**

17 21. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
18 behalf of herself and all others similarly situated who were injured by Defendants' violations of the
19 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
20 the Class Period.

21 22. Plaintiff's proposed Class consists of and is defined as follows:

22 Class

23 All California citizens currently or formerly employed by Defendants as non-exempt
24 employees in the State of California within four (4) years prior to the filing of this
25 action to the date of class certification.

26 23. Plaintiff also seeks to certify the following Subclass:

27 Waiting Time Subclass

28 All Class Members who separated from their employment with Defendants at any time

1 within three (3) years prior to the filing of this action to the date of class certification
2 (“Subclass” or “Waiting Time Subclass”).

3 24. Members of the Class and Subclass described above will be collectively referred to as
4 “Class Members.”

5 25. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
6 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
7 investigation, discovery, and specific theories of liability.

8 26. There is a well-defined community of interest in this litigation and the proposed Class
9 and Subclass are readily ascertainable.

10 27. **Commonality:** This action has been brought and may properly be maintained as a class
11 action under the California Code of Civil Procedure section 382 because there are common questions
12 of law and fact as to the Class Members that predominate over any questions affecting only individual
13 members including, but not limited to, the following:

- 14 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
15 regular, overtime, and double time wages) for all hours worked;
- 16 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
17 without compensation;
- 18 (c) Whether Defendants paid Plaintiff and Class Members at the proper rate of pay for
19 overtime, double time, meal and rest period premiums, sick pay, and vacation pay;
- 20 (d) Whether Defendants unlawfully deducted wages from Plaintiff and Class Members;
- 21 (e) Whether Defendants provided Plaintiff and Class Members with compliant meal
22 periods or paid compensation in lieu thereof;
- 23 (f) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
24 Class Members or paid compensation in lieu thereof;
- 25 (g) Whether Defendants failed to provide Plaintiff and Class Members with accurate
26 itemized wage statements;
- 27 (h) Whether Defendants failed to timely pay Class Members all wages due immediately
28 upon termination or within 72 hours of resignation;

- 1 (i) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
2 business expenditures;
- 3 (j) Whether Defendants' conduct was willful or reckless; and
- 4 (k) Whether Defendants engaged in unfair business practices in violation of Business and
5 Professions Code sections 17200, *et seq.*

6 28. There is a well-defined community of interest. Further, Plaintiff and Class Members
7 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
8 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
9 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
10 and Class Members accordingly. In addition, answers to common questions raised in this FAC will
11 advance resolution of each individual Class Member's claims.

12 29. **Numerosity:** The Class Members are so numerous that joinder of all members is
13 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
14 time, on information and belief, the class is estimated to be greater than 100 individuals.

15 30. **Ascertainability:** The identities of the Class Members are readily ascertainable by
16 inspection of Defendants' employment and payroll records.

17 31. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
18 Class Members because Defendants' failure to comply with the provisions of California's wage and
19 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
20 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
21 are caused by Defendants' common course of conduct as alleged herein.

22 32. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
23 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
24 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
25 proposed class counsel, are competent and experienced in litigating large employment class actions
26 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
27 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
28 that have been and will be necessarily expended for the prosecution of this action for the substantial

benefit of the Class Members.

33. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

34. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

35. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during her employment and continue to employ Plaintiff and other non-exempt employees within California.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

38. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum

1 wages, wages at their regular rate of pay, overtime, and double time wages, and that they were not
2 receiving minimum, regular, overtime, and double time wages for all work that was required to be
3 performed. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class Members
4 regularly worked in excess of eight (8) hours, 10 hours, and/or 12 hours per workday, over 40 hours
5 per workweek, and/or over eight (8) hours per workday on the seventh consecutive day of work. In
6 violation of the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and other Class
7 Members all wage due at the appropriate rate of pay. For example, Defendants simply failed to pay all
8 wages, including minimum wages, straight time, overtime, and double time by paying less than the
9 time worked by Plaintiff and Class Members, i.e., time shaving. Defendants also rounded Plaintiff's
10 and the Class Members' hours worked, including meal periods, thereby depriving them of work
11 performed before and after their scheduled shifts, and during meal periods. Defendants' rounding
12 practice systematically undercompensated the Class Members and favored the employer rather than
13 the employee. Further, Defendants failed to pay Plaintiff and other Class Members for time worked
14 off-the-clock, e.g., Defendants' management sent Plaintiff and Class Members work-related texts
15 and/or calls while they were off-the-clock and failed to compensate them for this time, e.g., Plaintiff
16 received calls as late as 2:00 a.m. Further, Defendants required Plaintiff and Class Members to arrive
17 15 minutes before the start of their scheduled shift and wait in a long line to enter the facility (about
18 five minutes of waiting) and another line for COVID-19 screening (about an additional 10 minutes of
19 waiting) before being able to clock in for their shifts. Defendants did not compensate Plaintiff and
20 Class Members for the time spent waiting in line to clock in and prohibited Plaintiff and Class
21 Members from clocking in more than three (3) minutes before the start of their scheduled shifts.
22 Moreover, Defendants paid non-discretionary bonuses, commissions, and/or other incentive pay to
23 Class Members but failed to include all remunerations when calculating their regular rate of pay for
24 purposes of paying overtime, double time, meal and rest period premiums, sick pay, and vacation pay.
25 As such, Defendants failed to pay Plaintiff and other Class Members minimum, regular, overtime, and
26 double time wages for all hours worked including at the appropriate rate of pay, in violation of the
27 Labor Code and IWC Wage Orders.

28 **39. Unlawful Deductions:** Defendants unlawfully deducted wages from Plaintiff and

1 Class Members by regularly directing them to return to work during their meal periods while clocked
2 out for their meal periods. As such, Defendants would deduct a full 30-minute meal period from
3 Plaintiff's and Class Members' pay despite the fact that they worked during half of their meal periods.
4 Defendants also time shaved as mentioned in the preceding paragraph. Thus, Defendants unlawfully
5 deducted wages from Plaintiff and Class Members in violation of the Labor Code and IWC Wage
6 Orders.

7 **40. Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
8 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
9 timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work, or payment of
10 one (1) additional hour of pay at their regular rate of pay when they did not receive a compliant meal
11 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members regularly
12 worked through their meal periods or had their meal periods missed, late, interrupted, and/or shortened
13 due to Defendants' understaffing, work demands, and practices. Specifically, Plaintiff and Class
14 Members regularly took their first meal periods after the first five (5) hours of work, or had them
15 shortened, missed, and/or interrupted because there was no one to relieve them for a meal period or
16 they were directed to continue working by Defendants' management. Defendants also rounded meal
17 periods in violation of California law. Defendants further failed to provide second meal periods to
18 Plaintiff and Class Members when they worked over 10 hours per workday, let alone provide timely,
19 uninterrupted 30-minute second meal periods. Defendants failed to compensate Plaintiff and other
20 Class Members with an additional hour of pay at their regular rate for every day in which they suffered
21 a meal period violation. As such, Defendants failed to provide Plaintiff and other Class Members all
22 required meal periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

23 **41. Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
24 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
25 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction
26 thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not
27 permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders,
28 Defendants failed to provide compliant rest breaks to Plaintiff and Class Members due to its

1 understaffing, work demands, and practices as mentioned above. As such, Plaintiff and Class Members
2 regularly missed their rest breaks and/or had them shortened and/or interrupted. Defendants also failed
3 to adopt and implement a practice of providing compliant second rest breaks when Plaintiff and Class
4 Members worked over six (6) hours per workday or providing compliant third rest breaks when
5 Plaintiff and Class Members worked over 10 hours per workday. Further, Defendants failed to
6 compensate Plaintiff and other Class Members with an additional hour of pay at their regular rate for
7 every day in which they suffered a rest period violation. As such, Defendants failed to provide Plaintiff
8 and other Class Members all required rest periods or premium pay, in violation of the Labor Code and
9 IWC Wage Orders.

10 42. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
11 Defendants knew or should have known that Waiting Time Subclass Members who separated from
12 their employment with Defendants during the statutory period were entitled to timely payment of all
13 wages due. In violation of the Labor Code and IWC Wage Orders, Waiting Time Class Members did
14 not receive payment of all wages owed upon separation within the permissible time period due to,
15 *inter alia*, Defendants' failure to pay all wages, meal and rest period premiums, and reimburse
16 expenses to Class Members.

17 43. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
18 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
19 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
20 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
21 all of the information required by Labor Code section 226, including, but not limited to, the gross and
22 net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
23 and the corresponding number of hours worked at each hourly rate.

24 44. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
25 alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled
26 to reimbursement for their necessary work-related business expenses. In violation of the Labor Code
27 and IWC Wage Orders, Defendants required Plaintiff and Class Members to communicate with
28 Defendants' management regarding work-related matters using their personal cell phones but failed

1 to reimburse Plaintiff and Class Members for a reasonable portion of their cellular phone bills.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY ALL WAGES**

4 **(AGAINST ALL DEFENDANTS)**

5 45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
6 fully set forth herein.

7 46. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
8 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage
9 Orders, and all applicable local minimum wage ordinances in effect throughout California.

10 47. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
11 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
12 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
13 period must be paid no later than the payday for the next regular payroll period.

14 48. Labor Code section 206 provides that in case of a dispute over wages, the employer
15 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
16 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

17 49. The IWC Wage Orders define “hours worked” as “the time during which an employee
18 is subject to the control of an employer and includes all time the employee is suffered or permitted to
19 work, whether or not required to do so.”

20 50. Labor Code section 227.3 provides: “[u]nless otherwise provided by a collective-
21 bargaining agreement, whenever a contract of employment or employer policy provides for paid
22 vacations, and an employee is terminated without having taken off his vested vacation time, all vested
23 vacation shall be paid to him as wages at his final rate in accordance with such contract of employment
24 or employer policy respecting eligibility or time served; provided, however, that an employment
25 contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

26 51. Labor Code sections 246 and 246.5 provides for minimum requirements and
27 protections with respect to sick days.

28 52. Labor Code section 510 and the IWC Wage Orders require that employers pay

1 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay
2 for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and
3 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
4 section 510 and the IWC Wage Orders further require that employers pay employees double their
5 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
6 seventh consecutive workday in one (1) workweek. Labor Code section 510 requires payment of
7 overtime wages at one and one half times the "regular rate of pay," which includes all forms of
8 remuneration earned by the employee.

9 53. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
10 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
11 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
12 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
13 the state or local minimum wage, whichever is higher, for any hour of work.

14 54. Labor Code section 1194 requires that employers pay employees at least the legal
15 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
16 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
17 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
18 along with interest thereon, reasonable attorneys' fees and costs of suit.

19 55. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
20 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

21 56. Labor Code section 1198 prohibits employers from employing for longer hours or less
22 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
23 the Labor Commissioner.

24 57. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
25 all wages due, including minimum, regular, overtime, and double time wages due to Defendants'
26 practices of requiring off-the-clock work, rounding time worked in their favor, and failing to pay all
27 wages at the appropriate rates including overtime, double time, meal and rest period premiums, sick
28 pay, and vacation pay, among other things.

1 58. In violation of California law, Defendants have knowingly and willfully refused to
2 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
3 above.

4 59. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular,
5 overtime, and double time wages in accordance with Labor Code sections 204, 206, 227.3, 246, 246.5,
6 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local
7 minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled
8 to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
9 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

10 **SECOND CAUSE OF ACTION**

11 **UNLAWFUL DEDUCTIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 61. At all relevant times, Defendants had a duty to comply with Labor Code sections 222
16 and 223 and the applicable IWC Wage Orders.

17 62. Labor Code section 222 provides that "[i]t shall be unlawful, in case of any wage
18 agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to
19 defraud an employee, a competitor, or any other person, to withhold from said employee any part of
20 the wage agreed upon."

21 63. Labor Code section 223 provides that "[w]here any statute or contract requires an
22 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
23 while purporting to pay the wage designated by statute or by contract."

24 64. During the relevant time period, Defendants unlawfully deducted wages from Plaintiff
25 and Class Members by deducting meal periods and requiring them to work during a portion of their
26 meal periods and time shaving, among other things.

27 65. In violation of state law, Defendants have knowingly and willfully refused to perform
28 their obligations and compensate Plaintiff and Class Members for all overtime wages earned as alleged

1 above.

2 66. Defendants' failure to pay overtime compensation due to Plaintiff and Class Members
3 in accordance with Labor Code sections 222 and 223 and the IWC Wage Orders, Plaintiff and Class
4 Members are entitled to recover the full amount of wage that were unlawfully deducted, prejudgment
5 interest, statutory penalties, attorneys' fees, and costs in amounts that will be established at trial.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
10 fully set forth herein.

11 68. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
12 and 512, and the applicable IWC Wage Orders.

13 69. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
14 employing any person for a work period of more than five (5) hours per day without providing the
15 employee with a meal period of not less than 30 minutes (commencing before the employee's fifth
16 hour of work), except that if the total work period per day is no more than six (6) hours, the meal
17 period may be waived by mutual consent of the employer and employee. A second meal period of not
18 less than 30 minutes is required if an employee works more than 10 hours per day and must begin
19 before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours,
20 the second meal period may be waived by mutual consent of the employer and employee, but only if
21 the first meal period was not waived. An employer must relieve an employee of all duties during meal
22 periods.

23 70. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
24 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
25 and counted as time worked."

26 71. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
27 requiring any employee to work during a meal period mandated by any California statute, regulation,
28 standard or order. If an employer fails to provide an employee with a meal period in accordance with

1 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
2 employee one (1) additional hour of pay at the employee's regular rate of compensation for each
3 workday that the meal period is noncompliant.

4 72. During the relevant time period, Plaintiff and Class Members did not receive compliant
5 meal periods for working more than five (5), 10, and/or 12 hours per day. Specifically, meal periods
6 were late, interrupted, rounded, short, missed, and/or restricted to the worksite. Defendants further
7 failed to provide Plaintiff and Class Members with compliant second meal periods.

8 73. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
9 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
10 the applicable IWC Wage Order.

11 74. As a result of Defendants' failure to provide compliant meal periods and pay meal
12 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
13 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
14 wages and compensation.

15 75. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
16 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
17 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
18 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

19 76. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
20 fees and costs from Defendants in an amount subject to proof and approved by the Court.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
25 fully set forth herein.

26 78. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
27 and the applicable IWC Wage Orders.

28 79. The IWC Wage Orders require employers to authorize and permit all employees to take

1 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

2 80. If an employer fails to provide an employee with a rest period in accordance with
3 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
4 the employee one (1) additional hour of pay at the employee's regular rate of compensation for each
5 workday that the rest period is noncompliant.

6 81. During the relevant time period, Defendants did not implement a compliant rest break
7 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest
8 period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted,
9 missed, shortened, and/or restricted to the worksite.

10 82. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
11 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
12 applicable IWC Wage Order.

13 83. As a result of Defendants' failure to provide compliant rest periods and pay rest period
14 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
15 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
16 and compensation.

17 84. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
18 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
19 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
20 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

21 85. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
22 fees and costs from Defendants in an amount subject to proof and approved by the Court.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **(AGAINST ALL DEFENDANTS)**

26 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 87. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

1 88. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
2 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
3 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
4 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
5 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
6 identification number of the employee, (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
8 at each hourly rate.

9 89. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
10 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
11 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
12 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
13 an award of costs and attorneys' fees.

14 90. During the relevant time period, Defendants have knowingly and intentionally failed
15 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
16 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
17 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
18 pay period, and the corresponding number of hours worked at each hourly rate.

19 91. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
20 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
21 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
22 Labor Code section 226(a) because they were denied both their legal right to receive, and their
23 protected interest in receiving, accurate itemized wage statements under California Labor Code section
24 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
25 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
26 in these efforts and incur these costs had Defendants provided the accurate wages earned and number
27 of hours worked at each corresponding pay rate. This has also delayed Plaintiff's ability to demand
28 and recover the underpayment of wages from Defendants.

1 92. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
2 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
3 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
4 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
5 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
6 according to proof at trial.

7 93. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
8 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
9 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

10 **SIXTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(AGAINST ALL DEFENDANTS)**

13 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 95. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
16 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
17 Waiting Time Subclass Members.

18 96. Labor Code section 201 requires that if an employer discharges an employee, the wages
19 earned and unpaid at the time of discharge are due and payable immediately.

20 97. Labor Code section 202 requires that if "an employee not having a written contract for
21 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 98. Labor Code section 203 provides that if an employer willfully fails to pay, without
25 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
26 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
27 action therefor is commenced, but that the wages shall not continue for more than 30 days per
28 employee.

99. During the relevant time period, Defendants willfully failed to pay Waiting Time Subclass Members all their earned wages upon termination including, but not limited to, minimum, regular, overtime, and double time compensation, premium compensation, reimbursements, vacation pay, and/or sick pay either at the time of discharge or within 72 hours of leaving Defendants' employ.

100. As a result of Defendants' failure to timely pay all wages owed to Waiting Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest, attorneys' fees, and costs in amounts that will be established at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

102. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements with respect to Plaintiff and Class Members.

103. Labor Code section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own negligence.

104. Labor Code section 2802(a) requires that employers indemnify and reimburse employees for all business expenses, which are defined as all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred based on the employee's obedience to the employer's directions. Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor Code section 2802, to also

1 recover attorneys' fees and costs.

2 105. During the relevant time period, Defendants required Plaintiff and Class Members to
3 use their personal cell phones for work but failed to reimburse Plaintiff and Class Members for a
4 reasonable portion of their cellular phone bills in violation of Labor Code sections 2800 and 2802.

5 106. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
6 Members for all business and work-related costs, expenditures, losses and expenses in accordance
7 with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
8 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
9 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

10 **EIGHTH CAUSE OF ACTION**

11 **VIOLATION OF THE UNFAIR COMPETITION LAW**

12 **(AGAINST ALL DEFENDANTS)**

13 107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 108. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
16 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
17 public interest within the meaning of Code of Civil Procedure section 1021.5.

18 109. Defendants' activities, as alleged herein, violate California law and constitute unlawful
19 business acts or practices in violation of California Business and Professions Code sections 17200, *et*
20 *seq.*

21 110. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated
22 on the violation of any state or federal law.

23 111. Defendants' policies and practices have violated state law in at least the following
24 respects:

- 25 (a) Failing to pay all minimum, regular, overtime, and double time wages, and wages at
26 the proper rate of pay for overtime, double time, meal and rest period premiums, sick
27 pay, and vacation pay due to Plaintiff and Class Members in violation of Labor Code
28 sections 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198;

- 1 (b) Unlawfully deducting wages from Plaintiff and Class Members in violation of Labor
2 Code sections 222 and 223;
- 3 (c) Failing to provide meal periods without paying Plaintiff and Class Members premium
4 wages for every day in which a meal period was not provided in violation of Labor
5 Code sections 226.7 and 512;
- 6 (d) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
7 premium wages for every day in which a rest break was not authorized or permitted in
8 violation of Labor Code section 226.7;
- 9 (e) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
10 in violation of Labor Code section 226;
- 11 (f) Failing to timely pay all earned wages to Waiting Time Subclass Members upon
12 separation of employment in violation of Labor Code sections 201, 202 and 203; and
- 13 (g) Failing to reimburse Plaintiff and Class Members all necessary business expenses in
14 violation of Labor Code sections 2800 and 2802.

15 112. Defendants intentionally avoided paying Plaintiff and Class Members wages and
16 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
17 undercut their competitors and establish and gain a greater foothold in the marketplace.

18 113. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff
19 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
20 Defendants during a period that commences four (4) years prior to the filing of this action; an award
21 of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and
22 an award of costs.

23 114. Plaintiff and Class Members are entitled to an injunction, restitution, and other
24 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
25 Members have an ownership interest and to prevent future damage pursuant to Business and
26 Professions Code sections 17200 *et seq.*

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1 **NINTH CAUSE OF ACTION**

2 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(AGAINST ALL DEFENDANTS)**

4 115. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 116. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
7 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
8 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
9 after 65 days have passed without notice from the LWDA.

10 117. On November 10, 2022, Plaintiff gave written notice of the specified provisions
11 alleged to have been violated, including the facts and theories to support the alleged violations, as
12 required by Labor Code section 2699.3. This written notice provided via certified mail to Defendants,
13 and to the LWDA by electronically filing the notice via the Department of Industrial Relations'
14 website.

15 118. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
16 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
17 under this part at any time within 60 days of the time periods specified in this part." More than 65
18 days has passed since Plaintiff submitted her PAGA notice to the LWDA without notice from the
19 LWDA. Accordingly, Plaintiff may amend her Complaint as a matter of right within the 60 day period
20 as specified by Labor Code section 2699.3(a)(2)(C).

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

27 120. For all provisions of the Labor Code except those for which a civil penalty is
28 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred

1 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
3 period in which Defendants violated these provisions of the Labor Code.

4 121. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
5 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6,
6 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206,
7 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
8 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227,
9 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
10 subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
11 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
12 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
13 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
14 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293,
15 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391,
16 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6,
17 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,
18 and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a)
19 of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section
20 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

21 122. Defendants' conduct violates numerous Labor Code sections, including, but not
22 limited to, the following:

23 (a) Violation of Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 227.3, 246,
24 246.5, 248.5, 256, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay
25 all earned wages owed to Plaintiff and other aggrieved employees during and/or upon
26 separation of employment as herein alleged;

27 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to
28 Plaintiff and other aggrieved employees and failure to pay premium wages for missed

meal periods as herein alleged;

(c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

(d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

(f) Violation of Labor Code sections 2800 and 2802 for failure to reimburse business expenses to Plaintiff and other aggrieved employees as herein alleged.

123. Labor Code Section 226.3 provides: “[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. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

124. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

125. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to maintain accurate and complete payroll records showing the hours worked daily by and the wages paid to employees.

1 126. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
2 either individually or as an officer, agent, or employee of another person, who pays or causes to be
3 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
4 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
5 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
6 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
7 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
8 period for which the employee is underpaid regardless of whether the initial violation is intentionally
9 committed.”

10 127. As set forth above, Defendants have violated numerous provisions of the Labor Code
11 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also
12 seeks the remedies set forth in Labor Code sections 558 and 1197.1 for herself, the underpaid
13 employees, and the State of California.

14 128. Plaintiff is an “aggrieved employee” because she was employed by the alleged
15 violators and had one or more of the alleged violations committed against her, and therefore is
16 properly suited to represent the interests of all other aggrieved employees.

17 129. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
18 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
19 aggrieved employees under PAGA.

20 130. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
21 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
22 above.

23 131. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

24 **PRAYER FOR RELIEF**

25 Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
26 employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

- 27 1. For certification of this action as a class action, including certifying the Class and
28 Subclass alleged by Plaintiff;

- 1 2. For appointment of Plaintiff Griselda Ramirez as the class representative;
- 2 3. For appointment of Jose Garay, APLC and the Law Office of Daniel J. Hyun as class
- 3 counsel for all purposes;
- 4 4. For compensatory damages in an amount according to proof with interest thereon;
- 5 5. For economic and/or special damages in an amount according to proof with interest
- 6 thereon;
- 7 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
- 8 penalties, including interest thereon;
- 9 7. For waiting time penalties pursuant to Labor Code section 203;
- 10 8. For the amounts provided for in Labor Code section 226.7;
- 11 9. For liquidated damages pursuant to Labor Code section 1194.2;
- 12 10. For statutory penalties to the extent permitted by law, including those pursuant to the
- 13 Labor Code and IWC Wage Orders;
- 14 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 15 acquired by Defendants through unfair or unlawful business practices pursuant to
- 16 Business and Professions Code sections 17200 *et seq.*;
- 17 12. For an order requiring Defendants to restore and disgorge all funds to each employee
- 18 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 19 or fraudulent and, therefore, constituting unfair competition under Business and
- 20 Professions Code sections 17200, *et seq.*;
- 21 13. For permanent injunctive relief described in the UCL cause of action;
- 22 14. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6
- 23 and Civil Code sections 3287 and 3289, and applicable law;
- 24 15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 25 provided by law;
- 26 16. For recovery of attorneys' fees and costs provided by Labor Code sections 218.6, 226,
- 27 1194, 2802, 2698, *et seq.*, and Code of Civil Procedure section 1021.5;
- 28 17. For a declaratory judgment that the practices complained of herein are unlawful under

1 California law;

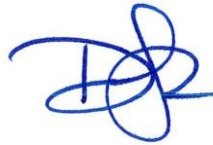
2 18. Such other equitable relief as the Court may deem proper;

3 19. For PAGA penalties; and

4 20. For such other relief as the Court deems just and proper.

5
6
7 Dated: January 31, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

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9
10 

By: _____

11 Jose R. Garay

Daniel J. Hyun

12 Attorneys for Plaintiff GRISELDA RAMIREZ

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15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

18 Dated: January 31, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

19
20
21 

22 By: _____

23 Jose R. Garay

Daniel J. Hyun

24 Attorneys for Plaintiff GRISELDA RAMIREZ