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on behalf of herself and all others similarly situated

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

MARTHA OLIVARES, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

PCI INDUSTRIES, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV37965

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO PAY INTEREST ON DEPOSITS;
9. VIOLATION OF LABOR CODE § 227.3
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff MARTHA OLIVARES (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against PCI Industries, LLC (“PCI”), and any of their respective subsidiaries or affiliated companies within the State of California (with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against PCI Industries, LLC, and any of its respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon allege that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, operating machinery that produced air-conditioning and moving orders to the shipping department from her worksite. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately December of 2013 through the present.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon allege that defendant PCI is, and
3 at all times relevant hereto was, a limited liability company organized and existing under and by
4 virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State
5 of California. At all relevant times herein, PCI employed Plaintiff and similarly situated employees
6 within the State of California.

7 5. Plaintiff is informed and believes and based thereon allege that defendant PCI is, and
8 at all times relevant hereto was, a limited liability company organized and existing under and by
9 virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State
10 of California. At all relevant times herein, PCI employed Plaintiff and similarly situated employees
11 within the State of California.

12 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
14 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
15 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
16 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
17 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
18 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
19 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
20 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
21 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
22 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
23 include PCI, and any of their parent, subsidiary, or affiliated companies within the State of
24 California, as well as DOES 1 through 100 identified herein.

25 **JOINT LIABILITY ALLEGATIONS**

26 7. Plaintiff is informed and believes and based thereon alleges that all the times
27 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

12 9. Plaintiff is informed and believes, and based thereon allege, that there exists such a
13 unity of interest and ownership between Defendants, and each of them, that their individuality and
14 separateness have ceased to exist.

15 **JURISDICTION AND VENUE**

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

18 11. Venue is proper in Los Angeles County, California pursuant to Code of Civil
19 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
20 causes of action complained of herein arose; the county in which the employment relationship
21 began; the county in which performance of the employment contract, or part of it, between Plaintiff,
22 or some of them, and Defendants was due to be performed; the county in which the employment
23 contract, or part of it, between Plaintiff, or some of them, and Defendants was actually performed;
24 and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged
25 herein have a direct effect on Plaintiff and Class Members in Los Angeles County, and because
26 Defendants employ numerous Class Members in Los Angeles County.

27 12. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
28 Defendants during the applicable statutory period and suffered one or more of the Labor Code

1 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
2 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
3 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
4 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
5 employees of Defendants during the civil penalty period.

6 13. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
7 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
8 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
9 PAGA allegations described herein is not required.

10 14. During the period beginning one (1) year preceding the provision of notice to the
11 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
12 Defendants violated, inter *alia*, Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 226, 226.3,
13 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1,
14 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

19 16. On or around December 5, 2022, Plaintiff provided written notice pursuant to Labor
20 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
21 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
22 as well as by certified mail, with return receipt requested to Defendants, and each of them.

23 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
24 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
25 calendar days of the December 5, 2022 postmarked date of the herein-described notice sent by
26 Plaintiff to the LWDA and Defendants.

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1 **FACTUAL BACKGROUND**

2 18. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiff,
4 Class Members, and other Aggrieved Employees in the State of California, or some of them, in
5 violation of California state wage and hour laws as a result of, without limitation, Plaintiff and other
6 Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven
7 (7) straight workdays in a workweek without paying them proper overtime wages, as a result of,
8 without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,
9 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
10 employees: to remain on-call, to suffer under Defendants' control to complete pre-shift tasks before
11 clocking in and post-shift tasks after clocking out, to perform work during meal periods; failing to
12 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
13 allowances, and other forms of remuneration into the regular rate of pay for the pay periods where
14 overtime was worked and the additional compensation was earned for the purpose of calculating the
15 overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of
16 time entries to show less hours than actually worked, and for paying straight pay instead of overtime
17 pay, to the detriment of Plaintiff, Class Members, and other Aggrieved Employees.

18 19. For at least four (4) years prior to the filing of this Action and continuing to the
19 present, Defendants had and have a practice or policy of failing to compensate Plaintiff, Class
20 Members, and other Aggrieved Employees with minimum wages for all hours worked or otherwise
21 under Defendants' control as a result of, without limitation, failing to accurately track and/or pay
22 for all minutes actually worked; by requiring employees: to remain on-call; to suffer under
23 Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking
24 out, to perform work during meal periods; detrimental rounding of employee time entries, editing
25 and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting
26 time pay; paid time off and vacation time owed, to the detriment of Plaintiff, Class Members, and
27 other Aggrieved Employees.

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1 20. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and other Aggrieved
3 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
4 which they worked more than five (5) hours in a work day and a second thirty (30) minute
5 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
6 and failing to provide compensation in lieu thereof including, without limitation: by interrupting
7 meal periods; not providing timely meal periods; failing to provide first and second meal periods;
8 providing short meal periods; not permitting employees to leave the premises; otherwise requiring
9 on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-deducted
10 by law or during which employees worked, as required by California wage and hour laws.

11 21. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
13 other Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per
14 four (4) hours worked or major fraction thereof, or compensation in lieu thereof, including, without
15 limitation: by failing to provide rest periods all together; requiring that they be bundled together
16 and/or with meal periods; interrupting them; not providing rest periods in a timely fashion; not
17 permitting employees to leave the premises; and/or otherwise requiring on-duty/on-call rest periods,
18 as required by California wage and hour laws.

19 22. For at least three (3) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and other Aggrieved
21 Employees, or some of them, all wages owed as a result of Defendants' practice or policy of failing
22 to pay overtime wages, minimum wages, premium wages, paid time off, and vacation time owed,
23 as well as the full amount of their wages owed to them upon termination and/or resignation at their
24 final rate of pay as required by Labor Code sections 201, 202, 203, 227.3, and applicable Wage
25 Orders.

26 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
28 Plaintiff, Class Members, and other Aggrieved Employees with itemized wage statements that

1 accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all
2 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
3 of hours worked at each hourly rate by the employee; the legal name of the employer; and other such
4 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
5 have further failed to furnish employees with an accurate calculation of gross and gross wages
6 earned, as well as gross and net wages paid.

7 24. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
9 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
10 any calendar month shall be paid for between the 16th and 26th day of the month during which the
11 labor was performed, and labor performed between the 16th and the last day, inclusive of any
12 calendar month, shall be paid for between the 1st and 10th day of the following month.”

13 25. For at least three (3) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to indemnify Plaintiff, Class Members, and other
15 Aggrieved Employees, or some of them, for the costs incurred in purchasing and/or providing
16 unreturned deposits for mandatory work uniforms, separately laundering mandatory work uniforms,
17 and purchasing and maintaining tools and equipment necessary to perform work duties.

18 26. For at least three (3) years prior to the filing of the action and continuing to the
19 present, Defendants have, at times, failed to return interest on deposits made by Plaintiff, Class
20 Members, and other Aggrieved Employees, or some of them, for uniforms.

21 27. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
23 employees or former employees within the State of California with compensation at their final rate
24 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

25 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff, Class Members, and
28 other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their

1 employment; allowances claimed as part of the minimum wage; the regular payday designated by
2 Defendants; the name, address, and telephone number of the workers' compensation insurance
3 carrier; information regarding paid sick leave; and other pertinent information required to be
4 disclosed by Defendants under Labor Code section 2810.5.

5 29. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
6 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
7 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
8 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
9 all other Aggrieved Employees.

10 30. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
12 227.3, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 1198, 2810.3, *et al.*, and California Code of
13 Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium
14 wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage
15 statement penalties, failing to pay vested vacation time at the proper rate of pay, other such
16 provisions of California law, and reasonable attorneys' fees and costs.

17 31. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
22 restitution of amounts owed.

23 32. Plaintiff, in her representative capacity, seeks civil penalties under Labor Code
24 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
25 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
26 Employees pursuant to PAGA.

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CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action is provided to the class (collectively referred to as “Class Members”).

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

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

A. Numerosity

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

37. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants’ employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

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

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee’s regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Class Members to take compliant meal periods?

4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
5 with additional wages for missed or interrupted meal periods?

6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Class Members to take compliant rest periods?

8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed rest periods?

10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
11 Members upon termination or resignation all wages earned?

12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
13 section 203?

14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
15 Class Members with accurate wage statements?

16 J. Did Defendants fail to pay Class Members in a timely fashion as required under
17 Labor Code section 204?

18 K. Did Defendants fail to return deposits made by Class Members with accrued interest
19 thereon as required under Labor Code section 404?

20 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
21 with compensation at their final rate of pay for vested paid vacation time.

22 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
23 section 17200, *et seq.*, by their unlawful practices as alleged herein?

24 N. Are Class Members entitled to restitution of wages under Business and Professions
25 Code section 17203?

26 O. Are Class Members entitled to costs and attorneys' fees?

27 P. Are Class Members entitled to interest?

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

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

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

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

50. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

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

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

56. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

58. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

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

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

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

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

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

64. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

65. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

66. California law and applicable Wage Orders require that employers “authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
2 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
3 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
4 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
5 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
6 thirty (30) minutes of paid rest period.

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

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

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

3 72. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

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

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

15 75. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
18 Members all wages earned prior to resignation or termination in accordance with Labor Code
19 sections 201 or 202.

20 76. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
26 or resignation..

27 77. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
28 waiting time penalties from the date their earned and unpaid wages were due, upon termination or

1 resignation, until paid, up to a maximum of thirty (30) days.

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

5 79. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

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

10 80. Plaintiff realleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs as though fully set forth hereat.

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

14 82. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
15 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
16 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate, among other things.

19 83. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants failed to comply
21 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
22 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
23 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
24 all applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate, among other things.

26 84. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
27 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
28 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully

1 provided wage statements that Defendants knew were not accurate.

2 85. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered injury. The absence of accurate information on Class Members' wage statements at times
4 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
5 mathematical computations to determine the amount of wages owed; causes difficulty and expense
6 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
7 about wages and amounts deducted from wages to state and federal governmental agencies, among
8 other things.

9 86. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
10 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
11 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
12 pay period, not to exceed an aggregate \$4,000.00 per employee.

13 87. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
14 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
15 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
16 attorneys' fees, and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

19 88. Plaintiff reallege each and every allegation set forth in the preceding paragraphs and
20 incorporate each by reference as though fully set forth hereat.

21 89. At all relevant times, Plaintiff and Class Members were employees or former
22 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

23 90. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
24 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
25 during which the labor was performed, and labor performed between the 16th and the last day,
26 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
27 month.”

28 91. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely

1 independent and apart from, any other penalty provided in this article, every person who fails to pay
2 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
3 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
4 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
5 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
6 percent of the amount unlawfully withheld.”

7 92. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
8 before the filing of the Complaint in this Action through the present, Defendants employed policies
9 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
10 Labor Code section 204.

11 93. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
12 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
13 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
14 for each subsequent violation in connection with each payment that was made in violation of Labor
15 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

16 94. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
17 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
18 interest, and their costs of suit, as well.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 404 – Against All Defendants)**

21 95. Plaintiff realleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

23 96. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by Labor Code sections 400 through 410.

25 97. Pursuant to Labor Code section 404, Defendants were required to immediately return
26 amounts deposited for uniforms with accrued interest when Plaintiff and Class Members returned
27 the required uniforms to Defendants.

28 98. Plaintiff is informed and believes, and based thereon allege that for three (3) years

1 prior to the filing of this Action through the present, due to policies and practices adopted by
2 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
3 accrued interest on deposits made by Plaintiff and Class Members upon their returning their
4 uniforms to Defendants.

5 99. As a result of Defendants' conduct, Plaintiff and Class Members have suffered
6 damages in an amount subject to proof, to the extent they were not compensated for accrued interest
7 on amounts deposited for mandatory uniforms upon returning their uniforms to Defendants.

8 100. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiff and Class Members
9 are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees
10 and costs of suit.

11 **NINTH CAUSE OF ACTION**

12 **(Violation of Labor Code § 227.3 – Against All Defendants)**

13 101. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs of this Complaint as though fully set forth hereon.

15 102. According to Labor Code section 227.3, whenever a contract of employment or
16 employer policy provides for paid vacations, and an employee is terminated without having taken
17 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
18 accordance with such contract of employment or employer policy respecting eligibility or time
19 served.

20 103. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
21 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
22 that Plaintiff's employment contract with Defendants included paid vacations.

23 104. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
25 employees or former employees within the State of California with compensation at their final rate
26 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

27 105. As a proximate result of Defendants' failure to pay vested vacation at the final rate
28 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor

1 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
2 their final rate of pay, as set out in Defendants' policy or the contract of employment between
3 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

4 106. As a further proximate result of Defendants' above-described acts and/or omissions,
5 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
6 prejudgment interest.

7 **TENTH CAUSE OF ACTION**

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

9 107. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 108. Plaintiff is informed and believes, and based thereon alleges that the unlawful
12 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
13 and Professions Code section 17200. Due to their unlawful business practices in violation of the
14 Labor Code, Defendants have gained a competitive advantage over other comparable companies
15 doing business in the State of California that comply with their obligations to compensate employees
16 in accordance with the Labor Code.

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

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

27 111. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
28 Procedure section 1032 and interest under Civil Code section 3287.

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ELEVENTH CAUSE OF ACTION

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

112. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

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

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

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

Civil Penalties Under Labor Code § 226.3

116. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees

1 with itemized wage statements that accurately reflect: gross wages earned; total hours worked; net
2 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate; and other such information as required by Labor Code
4 section 226, subdivision (a).

5 117. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
6 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
8 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
9 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

12 119. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
13 and have a policy or practice of failing to furnish non-exempt employees, including, without
14 limitation, Plaintiff, itemized wage statements that accurately reflect: gross wages earned; total
15 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate; and other such information as required
17 by Labor Code section 226, subdivision (a).

18 120. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
19 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
20 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
21 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
22 period for each subsequent violation.

23 Violation of Labor Code § 558

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

28 A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each

1 pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages;

3 B. For each subsequent violation, one hundred dollars (\$100) for each underpaid
4 employee for each pay period for which the employee was underpaid in addition to
5 an amount sufficient to recover underpaid wages;

6 C. Wages recovered pursuant to this section shall be paid to the affected employee.

7 122. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
9 causing Plaintiff and other Aggrieved Employees not to be paid: with the rates of pay and overtime
10 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
11 regular payday designated by the employer, the name of the employer, including any “doing
12 business as” names used, the name, address and telephone number of the workers’ compensation
13 insurance carrier, information regarding paid sick leave, and other pertinent information.

14 123. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
16 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
17 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
18 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

19 Violation of Labor Code § 1174.5

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

27 125. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
28 every person employing labor in California to “[k]eep a record showing the names and addresses of

1 all employees employed and the ages of all minors.”

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

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

16 128. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
17 willfully failed keep adequate or accurate time records including wage statements and similar
18 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
19 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
20 under Labor Code section 1174.

21 129. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
24 hundred dollars (\$500) per violation per Aggrieved Employee.

25 Violation of Labor Code § 1197.1

26 130. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

4 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
5 for each underpaid employee for each pay period for which the employee is
6 underpaid. This amount shall be in addition to an amount sufficient to recover
7 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
8 penalties imposed pursuant to Section 203.

9 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
10 (\$250) for each underpaid employee for each pay period for which the employee is
11 underpaid regardless of whether the initial violation is intentionally committed. This
12 amount shall be in addition to an amount sufficient to recover underpaid wages,
13 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
14 pursuant to Section 203.

15 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
16 Section 203, recovered pursuant to this section shall be paid to the affected
17 employee.”

18 131. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
19 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
20 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees minimum wages for all
21 hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages.

22 132. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
24 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
25 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
26 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
27 subsequent violation.

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1 Civil Penalties Under Labor Code § 2699

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

8 134. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
9 Code except those for which a civil penalty is specifically provided, the established civil penalty for
10 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
11 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
13 employee per pay period for each subsequent violation.

14 135. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
15 each of them, violated the Labor Code sections described herein, including, without limitation, for:
16 the failure to pay the rates of pay and overtime rates of pay applicable to their employment,
17 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
18 failure to disclose the name of the employer, including any “doing business as” names used, the
19 name, address and telephone number of the workers’ compensation insurance carrier, information
20 regarding paid sick leave, and other pertinent information required to be disclosed by Employer
21 under Labor Code section 2810.5, failing to provide Employee and other aggrieved employees with
22 the amount of paid sick leave required to be provided pursuant to California and local laws.

23 136. Moreover, Plaintiff and other Aggrieved Employees within the State of California
24 whom she seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
25 connection with their herein-described claims for civil penalties.

26 **DEMAND FOR JURY TRIAL**

27 137. Plaintiff demands a trial by jury on all causes of action contained herein.

28 ///

PRAYER

WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum, overtime wages and unpaid wages for vested vacation time, under Labor Code sections 203, 510, 558.1, 1194, 1197, 1198 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1, 1194.2, and 2810.3;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. Penalties to timely pay wages under Labor Code section 210;
- I. Damages under Labor Code section 404;
- J. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
- K. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- M. For attorneys' fees in prosecuting this action;
- N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

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- P. For costs of suit incurred herein; and
- Q. For such other and further relief as the Court deems just and proper.

Dated: March 28, 2024

BIBIYAN LAW GROUP, P.C.

BY: Brandon M. Chang
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JEFFREY KLEIN
VEDANG J. PATEL
BRANDON M. CHANG
Attorneys for Plaintiff MARTHA OLIVARES on
behalf of herself and all others similarly situated

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

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

/s/ Jennifer Echeverria
Jennifer Echeverria