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JESUS JIMENEZ PALOMAR, on behalf of himself and other
members similarly situated

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

JESUS JIMENEZ PALOMAR, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

DL POULTRY, INC.; LOTUS POULTRY, INC.;
GL POULTRY, INC.; JL FOOD TRADING,
INC.; DEBBIE HAI QING LIANG; RACHEL
LIANG-TAN; BRUCE SHU HUA LOK; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV38675

Assigned to the Hon. Lawrence P. Riff,
Dept. 7

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

- 1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);**
- 2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);**
- 3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);**
- 4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);**

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- 5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);**
- 6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);**
- 7. Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);**
- 8. Violation of California Business and Professions Code Sections 17200 *et seq.* (Unfair and Unlawful Business Practices); and**
- 9. Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JESUS JIMENEZ PALOMAR (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against DL POULTRY, INC., LOTUS POULTRY, INC., GL POULTRY, INC., JL FOOD TRADING, INC., DEBBIE HAI QING LIANG, RACHEL LIANG-TAN, BRUCE SHU HUA LOK, and DOES 1 through 100, inclusive (collectively, “Defendants”):

JURISDICTION AND VENUE

1. This is a class and representative action brought pursuant to California Code of Civil Procedure section 382.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, 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. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

THE PARTIES

6. At all times herein mentioned, Plaintiff JESUS JIMENEZ PALOMAR was a resident of Los Angeles County in the State of California.

1 7. At all times herein mentioned, Defendant DL POULTRY, INC. was and is, upon
2 information and belief, an employer whose employees are engaged throughout Los Angeles County
3 and the State of California.

4 8. At all times herein mentioned, Defendant LOTUS POULTRY, INC. was and is, upon
5 information and belief, an employer whose employees are engaged throughout Los Angeles County
6 and the State of California.

7 9. At all times herein mentioned, Defendant GL POULTRY, INC. was and is, upon
8 information and belief, an employer whose employees are engaged throughout Los Angeles County
9 and the State of California.

10 10. At all times herein mentioned, Defendant JL FOOD TRADING, INC. was and is, upon
11 information and belief, an employer whose employees are engaged throughout Los Angeles County
12 and the State of California.

13 11. At all times herein mentioned, Defendant DEBBIE HAI QING LIANG was and is,
14 upon information and belief, an employer whose employees are engaged throughout Los Angeles
15 County and the State of California. As such DEBBIE HAI QING LIANG is and was doing business
16 in the County of Los Angeles, California, and she is believed to be an “other person acting on behalf
17 of an employer” within the meaning of Labor Code section 558.1.

18 12. At all times herein mentioned, Defendant RACHEL LIANG-TAN was and is, upon
19 information and belief, an employer whose employees are engaged throughout Los Angeles County
20 and the State of California. As such, RACHEL LIANG-TAN is and was doing business in the County
21 of Los Angeles, California, and she is believed to be an “other person acting on behalf of an employer”
22 within the meaning of Labor Code section 558.1.

23 13. At all times herein mentioned, Defendant BRUCE SHU HUA LOK was and is, upon
24 information and belief, an employer whose employees are engaged throughout Los Angeles County
25 and the State of California. As such, BRUCE SHU HUA LOK is believed to be an “other person acting
26 on behalf of an employer” within the meaning of Labor Code section 558.1.

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1 14. Defendants DL POULTRY, INC.; LOTUS POULTRY, INC.; GL POULTRY, INC.;
2 JL FOOD TRADING, INC. and Does 1 – 50 shall sometimes also hereinafter in this complaint be
3 referred to as “Employer Defendants.”

4 15. Defendants DEBBIE HAI QING LIANG; RACHEL LIANG-TAN; BRUCE SHU
5 HUA and Does 51 – 100 shall sometimes also hereinafter in this complaint be referred to as “Individual
6 Defendants.” All Individual Defendants, including Does 51 – 100, along with named Individual
7 Defendants DEBBIE HAI QING LIANG; RACHEL LIANG-TAN; BRUCE SHU HUA, on
8 information and belief, are and were doing business in the County of Los Angeles, California, and
9 they are believed to be “other person[s] acting on behalf of an employer” within the meaning of Labor
10 Code section 558.1.

11 16. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
12 the fictitious names DOES 1 through 100 but will seek leave of this Court to amend the complaint and
13 serve such fictitiously named Defendants once their names and capacities become known.

14 17. At all times relevant, a unity of interest and ownership between Employer Defendants
15 DL POULTRY, INC., LOTUS POULTRY, INC., GL POULTRY, INC., JL FOOD TRADING, INC.,
16 and Does 1 – 50 on the one hand and Individual Defendants DEBBIE HAI QING LIANG, RACHEL
17 LIANG-TAN, BRUCE SHU HUA LOK, and Does 51 – 100, on the other existed, such that any
18 individuality and separateness between Employer Defendants DL POULTRY, INC., LOTUS
19 POULTRY, INC., GL POULTRY, INC., JL FOOD TRADING, INC., and Does 1 – 50 on the one
20 hand, and Individual Defendants DEBBIE HAI QING LIANG, RACHEL LIANG-TAN, BRUCE
21 SHU HUA LOK, and Does 51 – 100 on the other have ceased, and Defendants are the alter egos of
22 each other in that they control and dominate the business of all Defendants. Adherence to the fiction
23 of the separate existence of Employer Defendants DL POULTRY, INC., LOTUS POULTRY, INC.,
24 GL POULTRY, INC., JL FOOD TRADING, INC., and Does 1 – 50 as entities distinct from each
25 other, or distinct from Individual Defendants DEBBIE HAI QING LIANG, RACHEL LIANG-TAN,
26 BRUCE SHU HUA LOK, or Does 51 – 100 would permit an abuse of the corporate privilege and
27 would promote injustice.

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1 18. With respect to the alter ego allegations regarding all Individual Defendants set forth
2 herein, and addressing the factors set forth in *Sonora Diamond Corporation v. Superior Court* (2000)
3 83 Cal. App. 4th 523, 538-39, the conduct of the Individual Defendants demonstrates a unity of interest
4 in light of the following facts.

5 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
6 omissions alleged herein were performed by, or are attributable to, DL POULTRY, INC., LOTUS
7 POULTRY, INC., GL POULTRY, INC., JL FOOD TRADING, INC., DEBBIE HAI QING LIANG,
8 RACHEL LIANG-TAN, BRUCE SHU HUA LOK, and DOES 1 through 100, inclusive, each acting
9 as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other
10 co-Defendants and within the course and scope of such agency, employment, joint venture, or
11 concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants
12 represent and were in accordance with Defendants' official policies.

13 20. At all relevant times, Defendants were the employers of Plaintiff within the meaning
14 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
15 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
16 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

17 21. Defendants had the authority to hire and terminate Plaintiff and the other class
18 members and aggrieved employees and aggrieved employees, to set work rules and conditions
19 governing Plaintiff and the other class members and aggrieved employees and aggrieved employees'
20 employment, and to supervise their daily employment activities.

21 22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
22 and the other class members and aggrieved employees' employment for them to be joint employers
23 of Plaintiff and the other class members and aggrieved employees.

24 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
25 members and aggrieved employees.

26 24. Defendants continue to employ hourly paid and/or non-exempt employees within the
27 State of California.

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25. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

27. Defendants, jointly and severally, employed Plaintiff as a chemical operator between approximately 2005 and December 7, 2021, at Defendants' location at 608 Monterey Pass Road, Monterey Park, California, 91754 as a non-exempt, hourly-paid employee. During Plaintiff's employment with Defendants, Plaintiff performed various duties mostly related to Defendants' food packing services, and other services related thereto.

28. Defendants hired Plaintiff and the other class members and aggrieved employees but failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to timely pay wages upon termination of employment, failed to provide accurate wage statements, and failed to adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

29. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the

1 applicable IWC Wage Order, Plaintiff and the other class members and aggrieved employees were
2 entitled to receive at least minimum wages for all hours worked and that they were not receiving
3 minimum wages for all hours worked.

4 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
6 IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to
7 receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation
8 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for
9 a work period of more than five hours per day and that Plaintiff and the other class members and
10 aggrieved employees were entitled to receive a second meal period or payment of one (1) additional
11 hour of pay at their regular rate of compensation when they were not provided with an uninterrupted
12 second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours
13 per day. However, Plaintiff and the other class members and aggrieved employees did not receive all
14 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
15 a meal period was missed, shortened, taken late, and/or interrupted.

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
17 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
18 Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive
19 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
20 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
21 four hours, or major fraction thereof, worked. However, Plaintiff and the other class members and
22 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
23 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
24 interrupted.

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that they were required to provide Plaintiff and the other class members and
27 aggrieved employees with complete and accurate itemized wage statements pursuant to California
28 Labor Code section 226 but failed to do so.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all wages upon termination of employment, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and that they did not receive payment of all wages upon termination of employment in violation of California Labor Code sections 201 and 202.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for all expenditures made by Plaintiff and the other class members and aggrieved employees for the benefit of Defendants, and that Defendants did not properly reimburse Plaintiff and the other class members and aggrieved employees for all expenditures made by Plaintiff and the other class members and aggrieved employees for the benefit of Defendants, as required by California Labor Code sections 2800 and 2802, or as otherwise required by California law.

CLASS ACTION ALLEGATIONS

37. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

38. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of this Complaint until final judgment.

39. Plaintiff reserves the right to establish additional subclasses as appropriate.

40. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

41. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiff at this time, the exact

1 numbers of class members and their identities can be ascertained through appropriate discovery from
2 records maintained by Defendants and their agents.

3 42. Common questions of fact and law exist as to all class members, which predominate
4 over any questions affecting only individual members of the Class. The common legal and factual
5 questions which do not vary from class member to class member and which may be determined
6 without reference to the individual circumstances of any class member include, but are not limited to,
7 the following:

- 8 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
9 Plaintiff and the other class members and aggrieved employees for all overtime hours
10 worked;
- 11 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
12 Plaintiff and the other class members and aggrieved employees for all hours worked;
- 13 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
14 Plaintiff and the other class members and aggrieved employees;
- 15 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
16 Plaintiff and the other class members and aggrieved employees;
- 17 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
18 the State of California for all hours worked, and for all missed, short, late, and/or
19 interrupted meal periods and rest breaks;
- 20 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
21 accordance with the California Labor Code, was willful;
- 22 vii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
23 and aggrieved employees within the required time upon their discharge or resignation;
- 24 viii. Whether Defendants failed to comply with wage reporting as required by the California
25 Labor Code; including, *inter alia*, section 226;
- 26 ix. Whether Defendants failed to reimburse Plaintiff and the other class members and
27 aggrieved employees for all expenditures made by Plaintiff and the other class

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members and aggrieved employees as required by the California Labor Code, including, *inter alia*, sections 2800 and 2802;

x. Whether Defendants' conduct was willful or reckless;

xi. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;

xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xiii. Whether Plaintiff and the other class members and aggrieved employees are entitled to compensatory damages pursuant to the California Labor Code.

43. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

44. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

45. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,

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1 class actions provide the class members who are not named in the complaint anonymity that allows
2 for the vindication of their rights.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

5 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

6 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 47. California Labor Code section 1198 and the applicable Industrial Welfare Commission
9 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
10 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 48. Specifically, the applicable IWC Wage Order provides that Defendants were required
13 to pay Plaintiff and the other class members and aggrieved employees at the rate of time-and-one-half
14 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

15 49. The applicable IWC Wage Order further provides that Defendants were required to pay
16 Plaintiff and the other class members and aggrieved employees overtime compensation at a rate of
17 two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

18 50. California Labor Code section 510 codifies the right to overtime compensation at one-
19 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
20 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
21 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
22 in a day or in excess of eight (8) hours in a day on the seventh day of work.

23 51. During the relevant time period, Plaintiff and the other class members and aggrieved
24 employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a
25 day, and/or in excess of forty (40) hours in a week. However, Defendants did not record Plaintiff’s
26 and the other class members and aggrieved employees’ actual hours worked and intentionally and
27 willfully failed to pay all overtime wages owed to Plaintiff and the other class members and aggrieved
28 employees. Defendants’ failure to pay overtime wages included, *inter alia*, (1) required off-the-clock

1 work during meal and rest periods, including second meal periods and third rest periods; (2) denying
2 Plaintiff and the class members the ability to leave the premises for meal and/or rest periods; (3)
3 requiring Plaintiff and class members and aggrieved employees to begin working but denying them
4 the ability to clock in until much later; and (4) requiring Plaintiff and the class members to clock out
5 for meal periods but required them to continue working. Defendants' practice resulted in the
6 systematic underpayment of wages (including minimum wages, straight time wages and overtime
7 wages) to Plaintiff and the class members, who were denied wages for all time worked.

8 52. Defendants' failure to pay Plaintiff and the other class members and aggrieved
9 employees as outlined above violates California Labor Code sections 510 and 1198 and is therefore
10 unlawful.

11 53. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
12 and aggrieved employees are entitled to recover their unpaid overtime compensation, as well as
13 interest, costs, and attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

16 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

17 54. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 55. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
20 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
21 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
22 Plaintiff and the other class members and aggrieved employees were not paid the appropriate
23 minimum wage for all of the hours they worked. Plaintiff and the other class members and aggrieved
24 employees were not paid the minimum wage for work performed beyond their scheduled shifts, and
25 the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum
26 wage rate on a cumulative basis. Defendants failed to pay Plaintiff and the other class members and
27 aggrieved employees for time spent working "off-the-clock" performing duties including, but not
28 limited to, (1) requiring off-the-clock work during meal and rest periods, including second meal

1 periods and third rest periods; (2) denying Plaintiff and the class members the ability to leave the
2 premises for meal and/or rest periods; (3) requiring Plaintiff and class members and aggrieved
3 employees to begin working but denying them the ability to clock in until much later; and (4) requiring
4 Plaintiff and the class members to clock out for meal periods but required them to continue working.
5 Defendants' practice resulted in the systematic underpayment of wages (including minimum wages,
6 straight time wages and overtime wages) to Plaintiff and the class members, who were denied wages
7 for all time worked.

8 56. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
9 and the other class members and aggrieved employees for all hours they worked in violation of
10 California Labor Code sections 1194, 1197, and 1197.1.

11 57. Defendants' failure to pay Plaintiff and the other class members and aggrieved
12 employees the minimum wage as required violates California Labor Code sections 1194, 1197 and
13 1197.1. Pursuant to those sections, Plaintiff and the other class members and aggrieved employees
14 are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest,
15 costs, and attorney's fees.

16 58. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
17 members and aggrieved employees are entitled to recover liquidated damages in an amount equal to
18 the wages unlawfully unpaid and interest thereon.

19 **THIRD CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

21 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

22 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 60. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
25 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members and
26 aggrieved employees' employment by Defendants.

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1 61. At all relevant times herein set forth, California Labor Code section 226.7 provides that
2 no employer shall require an employee to work during any meal period mandated by an applicable
3 IWC Order.

4 62. At all relevant times herein set forth, California Labor Code section 512(a) provides
5 that an employer may not require, cause, or permit an employee to work for a period of more than five
6 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
7 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
8 the meal period may be waived by mutual consent of both the employer and the employee.

9 63. During the relevant time period, Plaintiff and the other class members and aggrieved
10 employees who were scheduled to work for a period of time no longer than six (6) hours, and who did
11 not waive their legally-mandated meal periods by mutual consent, were required to work for periods
12 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

13 64. During the relevant time period, Plaintiff and the other class members and aggrieved
14 employees who were scheduled to work for a period of time in excess of six (6) hours, were required
15 to work for periods longer than five (5) hours without an uninterrupted meal period of not less than
16 thirty (30) minutes.

17 65. During the relevant time period, Plaintiff and the other class members and aggrieved
18 employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer
19 then twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
20 were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period
21 of not less than thirty (30) minutes.

22 66. During the relevant time period, Plaintiff and the other class members and aggrieved
23 employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were
24 required to work for periods longer than ten (10) hours without a second uninterrupted meal period of
25 not less than thirty (30) minutes.

26 67. During the relevant time period, Defendants willfully required Plaintiff and the other
27 class members and aggrieved employees to work during meal periods and failed to compensate
28 Plaintiff and the other class members and aggrieved employees for work performed during meal

1 periods. As a result, Plaintiff worked through meal periods, took late meal periods, took interrupted
2 meal periods, or took short meal periods, if at all.

3 68. During the relevant time period, Defendants failed to pay Plaintiff and the other class
4 members and aggrieved employees all meal period premiums due pursuant to California Labor Code
5 section 226.7 and 512. Defendants' conduct violates applicable IWC Wage Order(s), and California
6 Labor Code sections 226.7 and 512(a).

7 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(b), Plaintiff and the other class members and aggrieved employees are entitled to recover from
9 Defendants one additional hour of pay at their regular rate of compensation for
10 each workday that a meal period was not provided.

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTION 226.7**

13 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

14 70. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in all preceding paragraphs.

16 71. At all relevant times herein set forth, the applicable IWC Wage Order and California
17 Labor Code section 226.7 were applicable to Plaintiff and the other class members and aggrieved
18 employees' employment by Defendants.

19 72. At all relevant times, California Labor Code section 226.7 provides that no employer
20 shall require an employee to work during any rest period mandated by an applicable order of the
21 California IWC.

22 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
24 the middle of each work period" and that the "rest period time shall be based on the total hours worked
25 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
26 the total daily work time is less than three and one-half (3½) hours.

27 74. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiff and the other class members and aggrieved employees were entitled to recover from

1 Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each
2 workday that the rest period was not provided.

3 75. During the relevant time period, Defendants required Plaintiff and the other class
4 members and aggrieved employees to work three and one-half (3 ½) or more hours without authorizing
5 or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof,
6 worked.

7 76. During the relevant time period, Defendants willfully required Plaintiff and the other
8 class members and aggrieved employees to work during rest periods. Defendants failed to relieve
9 Plaintiff and the other class members and aggrieved employees of all duties such that they could take
10 compliant rest breaks. As a result, Plaintiff worked through rest periods, took late rest periods, took
11 interrupted rest periods, or took short rest periods, if at all.

12 77. Defendants also had no policy and/or practice to pay a premium when rest periods were
13 missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members and
14 aggrieved employees the full rest period premium due in violation of California Labor Code section
15 226.7.

16 78. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
17 Code section 226.7.

18 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
19 226.7(c), Plaintiff and the other class members and aggrieved employees are entitled to recover from
20 Defendants one additional hour of pay at their regular rate of compensation for each work
21 day that a rest period was not provided.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 226(a)**

24 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

25 80. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in all preceding paragraphs.

27 81. At all material times set forth herein, California Labor Code section 226(a) provides
28 that every employer shall furnish each of his or her employees an accurate itemized wage statement

1 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
2 total hours worked, and all applicable hourly rates.

3 82. Defendants have intentionally and willfully failed to provide Plaintiff and the other
4 class members and aggrieved employees with complete and accurate wage statements. The
5 deficiencies include, among other things, the failure to state all hours worked and the failure to state
6 all hourly rates.

7 83. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
8 and the other class members and aggrieved employees have suffered injury and damage to their
9 statutorily protected rights.

10 84. Specifically, Plaintiff and the other class members and aggrieved employees have been
11 injured by Defendants' intentional violation of California Labor Code section 226(a) because they
12 were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized
13 wage statements under California Labor Code section 226(a). In addition, because Defendants failed
14 to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class
15 members and aggrieved employees been prevented by Defendants from determining if all hours
16 worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further
17 have to conduct discovery, reconstruct time records, and perform computations in order to analyze
18 whether in fact Plaintiff and the other class members and aggrieved employees were paid correctly
19 and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
20 would not have had to engage in these efforts and incur these costs had Defendants provided the
21 accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover
22 the underpayment of wages from Defendants.

23 85. Plaintiff and the other class members and aggrieved employees are entitled to recover
24 from Defendants the greater of their actual damages caused by Defendants' failure to comply with
25 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
26 (\$4,000).

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1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

3 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

4 86. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 87. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
7 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
8 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
9 at the time of discharge are due and payable immediately. California Labor Code section 202
10 mandates that if an employee quits, his or her wages shall become due and payable not later than
11 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
12 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
13 quitting.

14 88. California Labor Code section 203 provides that if an employer willfully fails to pay,
15 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
16 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
17 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
18 continue for more than thirty (30) days.

19 89. At the time that Plaintiff and the other class members and aggrieved
20 employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay
21 Plaintiff and the other class members and aggrieved employees all wages owed to them pursuant to
22 California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum
23 wages, meal period premium wages, and rest period premium wages.

24 90. As a result, Plaintiff and the other class members and aggrieved employees are entitled
25 to all available statutory penalties, including the waiting time penalties provided in California Labor
26 Code section 203, together with interest thereon, as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

3 **(By Plaintiff as Against All Defendants and Does 1 – 100)**

4 91. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 92. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 93. Plaintiffs and the other class members and aggrieved employees incurred necessary
11 business-related expenses and costs that were not fully reimbursed by Defendants, including, but not
12 limited to, the purchase of personal protective equipment (*e.g.*, arm covers, gloves, aprons, hair nets,
13 knives, and work boots) for work-related purposes without reimbursement after Defendants allowed
14 Plaintiff and the class members to make expenditures—items necessary for Claimant and Aggrieved
15 Employees' health and safety, as well as for the general public, and clearly for work purposes—for
16 Defendants' benefit.

17 94. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
18 members and aggrieved employees for all necessary business-related expenses and costs. Plaintiff and
19 the other class members and aggrieved employees are entitled to recover from Defendants their
20 business-related expenses and costs incurred during the course and scope of her employment, plus
21 interest accrued from the date on which Plaintiff and the other class members and aggrieved employees
22 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
23 California.

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EIGHTH CAUSE OF ACTION
UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN
VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.*
(By Plaintiff as Against All Defendants and Does 1 – 100)

95. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

96. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' failure to reimburse for all expenditures made by their employees for Defendants' benefit, and Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code §§ 17200 *et seq.*

97. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members and aggrieved employees.

98. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, reimbursement of expenses incurred by Plaintiff and the class members for the benefit of Defendants, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

99. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff's and the other class members and aggrieved employees' tenure at the expense of Plaintiff, the other class members, and members of the public.

1 Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the other
2 class members and aggrieved employees.

3 100. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
4 members and aggrieved employees to seek preliminary and permanent injunctive relief, including but
5 not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class
6 members and aggrieved employees the wages and other compensation unlawfully withheld from them.
7 Plaintiff and the other class members and aggrieved employees are entitled to restitution of all monies
8 to be disgorged from Defendants in an amount according to proof at the time of trial.

9 **NINTH CAUSE OF ACTION**

10 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, Et Seq.**

11 **(Against All Defendants and DOES 1-100)**

12 101. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 102. PAGA expressly establishes that any provision of the California labor Code which
15 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
16 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
17 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
18 herself, and other current or former employees.

19 103. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
20 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
21 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

22 104. Plaintiff and the other hourly-paid, non-exempt employees are "aggrieved employees"
23 as defined by California Labor Code section 2699(c) in that they are all current or former employees
24 of Defendants, and one or more of the alleged violations were committed against them.

25 105. Defendants' conduct, as alleged herein, violates numerous sections of the California
26 Labor Code, including, but not limited to, the following:

27 (a) Violation of California Labor Code sections 510 and 1198 for failure to
28 pay overtime wages, as set forth more fully below;

1 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for
2 failure to pay minimum wages, as set forth more fully below;

3 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure
4 to provide legally required meal periods, as set forth more fully below;

5 (d) Violation of California Labor Code section 226.7 for failure to provide
6 legally required rest periods, as set forth more fully below;

7 (e) Violation of California Labor Code section 204 for failure to timely pay
8 wages to Plaintiff and aggrieved employees during employment, as set forth more fully
9 before;

10 (f) Violation of California Labor Code sections 201, 202, and 203 for failure
11 to pay all wages at time of discharge from employment, as set forth more fully below;

12 (g) Violation of California Labor Code section 226(a) for failure to provide
13 accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully
14 below;

15 (h) Violation of California Labor Code section 1174(d) for failure to keep
16 complete and accurate payroll records relating to Plaintiff and aggrieved employees, as
17 set forth more fully below; and

18 (i) Violation of California Labor Code sections 2800 and 2802 for failure to
19 reimburse Plaintiff and aggrieved employees for necessary business-related expenses,
20 as set forth more fully below.

21 106. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
22 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
23 civil penalties for Plaintiff, all aggrieved employees, and the State of California against Defendants,
24 in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to
25 California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be
26 distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and
27 education of employers and employees about their rights and responsibilities and twenty-five (25%)

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1 to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210,
2 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

3 **Failure to Pay Overtime Wages**

4 107. California Labor Code section 1198 and the applicable IWC Wage Order have provided
5 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
6 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
7 person on a daily or weekly basis.

8 108. Specifically, the applicable IWC Wage Order provides that Defendants are and were
9 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
11 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

12 109. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
14 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

15 110. California Labor Code section 510 codifies the right to overtime compensation at one-
16 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
17 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
18 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
19 in a day or in excess of eight (8) hours in a day on the seventh day of work.

20 111. During the relevant time period, Plaintiff and aggrieved employees regularly worked
21 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
22 (40) hours in a week performing work duties "off-the-clock."

23 112. Defendants' failure to pay Plaintiff and aggrieved employees the unpaid balance of
24 overtime compensation, as required by California law, violates the provisions of California Labor
25 Code sections 510 and 1198, and is therefore unlawful.

26 **Failure to Pay Minimum Wages**

27 113. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
28 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to

employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the aggrieved employees any wages for time spent working "off-the-clock" performing duties. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

114. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

115. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

116. At all relevant times herein set forth, California Labor Code section 512(a) has provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

117. During the relevant time period, Plaintiff and aggrieved employees who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

118. During the relevant time period, Plaintiff and the aggrieved employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

119. During the relevant time period, Plaintiff and the aggrieved employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were

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1 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
2 not less than thirty (30) minutes.

3 120. During the relevant time period, Plaintiff and the aggrieved employees,
4 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
5 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 121. During the relevant time period, Defendants willfully required Plaintiff and the
8 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
9 employees for work performed during meal periods. By way of example, Defendants failed to relieve
10 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
11 worked through mandated meal periods.

12 122. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
13 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
14 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
15 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
16 employees in the regular rate of compensation.

17 123. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
18 Code sections 226.7 and 512(a).

19 **Failure to Provide Rest Periods**

20 124. At all relevant times, California Labor Code section 226.7 has provided that no
21 employer shall require an employee to work during any rest period mandated by an applicable order
22 of the California IWC.

23 125. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
24 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
25 the middle of each work period" and that the "rest period time shall be based on the total hours worked
26 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
27 the total daily work time is less than three and one-half (3½) hours.

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1 126. Pursuant to the applicable IWC Wage Order and California Labor Code section
2 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
3 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
4 the rest period was not provided.

5 127. During the relevant time period, Defendants required Plaintiff and the aggrieved
6 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
7 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
8 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
9 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
10 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

11 128. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
12 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
13 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
14 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
15 employees in the regular rate of compensation.

16 129. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
17 Code section 226.7.

18 **Failure to Timely Pay Wages During Employment**

19 130. At all relevant times herein set forth, California Labor Code section 204 has provided
20 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
21 any calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 16th and the 26th day of the month during which the labor was performed.

23 131. At all times herein set forth, California Labor Code section 204 has provided that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
25 calendar month, other than those wages due upon termination of an employee, are due and payable
26 between the 1st and the 10th day of the following month.

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1 132. At all times herein set forth, California Labor Code section 204 has provided that all
2 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
3 the next regular payroll period.

4 133. During the relevant time period, Defendants intentionally and willfully failed to pay
5 Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under
6 California Labor Code section 204, including wages for overtime compensation, minimum wage
7 compensation, meal period premiums, rest period premiums, and gratuities.

8 **Failure to Timely Pay Wages Upon Termination**

9 134. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
10 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
11 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
12 at the time of discharge are due and payable immediately. California Labor Code section 202 mandates
13 that if an employee quits, his or her wages shall become due and payable not later than seventy-two
14 (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
15 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

16 135. California Labor Code section 203 provides that if an employer willfully fails to pay,
17 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
18 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
19 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
20 continue for more than thirty (30) days.

21 136. At the time that Plaintiff and the aggrieved employees' employment with Defendants
22 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
23 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
24 limitation, overtime wages, minimum wages, meal period premium wages, rest period premium
25 wages, and gratuities.

26 **Failure to Provide Compliant Wage Statements**

27 137. At all relevant times set forth herein, California Labor Code section 226(a) provides
28 that every employer shall furnish each of its employees an accurate itemized statement in writing

1 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be aggregated
4 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
5 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
6 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
7 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
8 The deductions made from payments of wages shall be recorded in ink or other indelible form,
9 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
10 deductions shall be kept on file by the employer for at least three years at the place of employment or
11 at a central location within the State of California.

12 138. Defendants have intentionally and willfully failed to provide employees with complete
13 and accurate wage statements. The deficiencies include, among other things, the failure to state all
14 correct rates of pay, all hours worked, all meal period premium wages earned, all rest period premium
15 wages earned, and all gratuities earned.

16 **Failure to Keep Requisite Payroll Records**

17 139. At all relevant times set forth herein, California Labor Code section 1174(d) has
18 required an employer to keep, at a central location in the state or at the plants or establishments at
19 which employees are employed, payroll records showing the hours worked daily by and the wages
20 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
21 employed at the respective plants or establishments. These records shall be kept in accordance with
22 rules established for this purpose by the commission, but in any case shall be kept on file for not less
23 than two years.

24 140. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the aggrieved
26 employees.

27 141. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
28 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

1 142. More specifically, Plaintiff and the aggrieved employees have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
3 were denied both their legal right and protected interest, in having available, accurate and complete
4 payroll records pursuant to California Labor Code section 1174(d).

5 **Failure to Reimburse Necessary Business Expenses**

6 143. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 144. Plaintiff and the aggrieved employees incurred necessary business-related expenses
11 and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of
12 personal cell phones for work-related purposes.

13 101. Defendants intentionally and willfully failed to reimburse Plaintiff and the aggrieved
14 employees for all necessary business-related expenses and costs.

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
17 Defendants, jointly and severally, as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiff be appointed as the representative of the Class;
21 3. That counsel for Plaintiff be appointed as Class Counsel; and
22 4. That Defendants provide to Class Counsel immediately the names and most current/last
23 known contact information (address, e-mail and telephone numbers) of all class members.

24 **As to the First Cause of Action**

- 25 5. That the Court declare, adjudge and decree that Defendants violated California Labor
26 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
27 wages due to Plaintiff and the other class members and aggrieved employees;

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1 6. For general unpaid wages at overtime wage rates and such general and special damages
2 as may be appropriate;

3 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
4 date such amounts were due;

5 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
6 Labor Code section 1194;

7 9. For such other and further relief as the Court may deem just and proper.

8 **As to the Second Cause of Action**

9 10. That the Court declare, adjudge and decree that Defendants violated California Labor
10 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
11 other class members and aggrieved employees;

12 11. For general unpaid wages and such general and special damages as may be appropriate;

13 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
14 Plaintiff and the other class members and aggrieved employees in the amount as may be established
15 according to proof at trial;

16 13. For pre-judgment interest on any unpaid compensation from the date such amounts
17 were due;

18 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
19 Labor Code section 1194(a);

20 15. For liquidated damages pursuant to California Labor Code section 1194.2;

21 16. For such other and further relief as the Court may deem just and proper.

22 **As to the Third Cause of Action**

23 17. That the Court declare, adjudge and decree that Defendants violated California Labor
24 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
25 periods, (including second meal periods, to Plaintiff and the other class members and aggrieved
26 employees;

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1 18. That the Court make an award to Plaintiff and the other class members and aggrieved
2 employees of one (1) hour of pay at each employee's regular rate of compensation for each workday
3 that a meal period was not provided;

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

5 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

7 22. For reasonable attorneys' fees and costs of suit incurred herein;

8 23. For such other and further relief as the Court may deem just and proper.

9 **As to the Fourth Cause Action**

10 24. That the Court declare, adjudge and decree that Defendants violated California Labor
11 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
12 Plaintiff and the other class members and aggrieved employees;

13 25. That the Court make an award to Plaintiff and the other class members and aggrieved
14 employees of one (1) hour of pay at each employee's regular rate of compensation for each workday
15 that a rest period was not provided;

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

17 27. For premium wages pursuant to California Labor Code section 226.7(c);

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

19 29. For such other and further relief as the Court may deem just and proper.

20 **As to the Fifth Cause of Action**

21 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
22 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
23 and the other class members and aggrieved employees, and willfully failed to provide accurate
24 itemized wage statements thereto;

25 31. For actual, consequential and incidental losses and damages, according to proof;

26 32. For statutory penalties pursuant to California Labor Code section 226(e);

27 33. For injunctive relief to ensure compliance with this section, pursuant to California
28 Labor Code section 226(g);

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members and aggrieved employees no longer employed by Defendants;

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

37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members and aggrieved employees who have left Defendants' employ;

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

39. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

40. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

42. For the imposition of civil penalties and/or statutory penalties;

43. For punitive damages and/or exemplary damages according to proof at trial;

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

45. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members and aggrieved employees: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof);

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226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination);

47. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

48. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

50. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.

As to the Ninth Cause of Action

51. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

52. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

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

DATED: February 28, 2023

BLACKSTONE LAW, APC

By:



Jonathan M. Genish, Esq.
Attorneys for Plaintiff
JESUS JIMENEZ PALOMAR,
on behalf of himself and other
members similarly situated