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County of Santa Cruz
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

JORGE GARCIA, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

ROYAL OAKS FARMS, LLC; RANCHO
ROYAL OAKS, LLC; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CV00267

*Assigned to the Honorable Timothy Volkmann,
Dept. 5*

**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 Cal. Labor Code §§ 1194,
1197 and 1197.1 (Unpaid Minimum
Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)**
- (4) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)**
- (5) Violation of Cal. Labor Code §§ 204**

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**and 210 (Wages Not Timely Paid
During Employment)**

- (6) Violation of Cal. Labor Code § 226(a)
(Failure to Provide Accurate Wage
Statements)**

- (7) Violation of Cal. Labor Code §§ 201,
202 and 203 (Final Wages Not Timely
Paid)**

- (8) Violation of Cal. Labor Code §§ 2800
and 2802 (Failure to Reimburse
Necessary Business Expenses)**

- (9) Violation of Cal. Business &
Professions Code § 17200, *et seq.***

- (10) Violation of Cal. Labor Code §§ 2698
et. seq. (Private Attorneys General
Act)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JORGE GARCIA-RAMIREZ a/k/a JORGE GARCIA (“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 (“PAGA”), and alleges as follows against Defendants ROYAL OAKS FARMS, LLC, RANCHO ROYAL OAKS, LLC, and DOES 1 through 25, inclusive (“Defendants”):

JURISDICTION AND VENUE

1. This is a class action is 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 exceed 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 Santa Cruz. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Santa Cruz.

THE PARTIES

6. At all times herein mentioned, Plaintiff JORGE GARCIA was a resident of Santa Cruz County in the State of California.

7. At all times herein mentioned, Defendant ROYAL OAKS FARMS, LLC was and is, a

1 corporation organized and existing under the laws of the State of California and registered to do
2 business in the State of California. At all times hereinafter mentioned, Defendant is an employer whose
3 employees are engaged throughout this county and the State of California.

4 8. At all times herein mentioned, Defendant RANCHO ROYAL OAKS, LLC was and is,
5 a corporation organized and existing under the laws of the State of California and registered to do
6 business in the State of California. At all times hereinafter mentioned, Defendant is an employer whose
7 employees are engaged throughout this county and the State of California.

8 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
9 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
10 serve such fictitiously named Defendants once their names and capacities become known.

11 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
12 omissions alleged herein were performed by, or are attributable to, ROYAL OAKS FARMS, LLC,
13 RANCHO ROYAL OAKS, LLC, and/or DOES 1 through 25, each acting as the agent, employee,
14 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
15 within the course and scope of such agency, employment, joint venture, or concerted activity with
16 legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in
17 accordance with Defendants' official policy.

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

22 12. Defendants had the authority to hire and terminate Plaintiff and the other class
23 members and aggrieved employees, to set work rules and conditions governing Plaintiff and the
24 other class members' and aggrieved employees' employment, and to supervise their daily
25 employment activities.

26 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
27 and the other class members' and aggrieved employees' employment for them to be joint employers
28 of Plaintiff and the other class members and aggrieved employees.

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

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

16. 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.

17. 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

18. Defendants hired Plaintiff in or around April 2013, and employed Plaintiff through on or about September 22, 2022. Plaintiff worked out of Defendants' location at 235 San Juan Road, Royal Oaks, California, 95076. Plaintiff performed in a role sometimes called loader or as written on some of Plaintiff's personnel documents with Employer, "cargador". Plaintiff's duties included basic field duties in the harvesting and collection of produce such as strawberries, blueberries, and blackberries at Defendants' farm facilities, as well as loading vehicles to take the produce to local markets, as well as numerous other farm duties such as taking out and putting away machinery for harvesting and moving produce (*e.g.*, forklifts). Still additional duties of Plaintiff included packing, loading, etc.

19. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and the class members and aggrieved employees to work off the clock without compensation, failing to properly pay overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled, failing to timely pay wages during employment, failing to pay timely wages upon termination of employment, failing to provide accurate wage statements,

1 failing to reimburse necessary business-related expenses, and failing to adhere to other related
2 protections afforded by the California Labor Code and applicable Industrial Welfare Commission
3 Wage Order.

4 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
6 applicable IWC Wage Order, that Plaintiff and the other class members and aggrieved employees were
7 entitled to receive at least minimum wages for all hours worked and that they were not receiving
8 minimum wages for all hours worked.

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

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

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
28 Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive

1 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
2 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
3 four hours, or major fraction thereof, worked. However, Plaintiff and the other class members and
4 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
5 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
6 interrupted.

7 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that they were required to pay all wages owed to Plaintiff and the other class
9 members and aggrieved employees for all hours worked. Defendants edited and reduced Plaintiff's
10 and class members' and aggrieved employees' total hours worked, required Plaintiff and other
11 members and aggrieved employees to work off-the-clock, often through their meal and rest periods
12 without providing premium wages. Defendants continued to pay Plaintiff for less hours than Plaintiff
13 worked, even after Plaintiff brought violations to Defendants' attention including working through
14 meal periods, and on information and belief, other class members and aggrieved employees were
15 subject to the same practice by Defendants. Reduced payments and off-the-clock work affected,
16 among other things, overtime compensation, premiums paid, and final wages.

17 25. Throughout the time period involved in this case, Defendants regularly failed to pay
18 Plaintiff and the class members and aggrieved employees all wages within any time permissible under
19 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
20 have known that Plaintiff and the class members and aggrieved employees were entitled to receive all
21 wages owed to them during their employment. Plaintiff and the class members and aggrieved
22 employees did not receive payment of all wages, including overtime compensation, minimum wages,
23 and meal and rest period premiums.

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

28 27. Throughout the time period involved in this case, Defendants regularly failed to keep

complete or accurate payroll records for Plaintiff and the class members and aggrieved employees. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll records for Plaintiff and the class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

28. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's and the class members' and aggrieved employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

29. 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.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse them for necessary business-related expenses.

31. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and the class members and aggrieved employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, in order to increase Defendant's profits.

CLASS ACTION ALLEGATIONS

32. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated, and all aggrieved employees during the relevant time period, 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.

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1 33. The proposed class is defined as follows:

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

5 34. Plaintiff reserves the right to establish additional subclasses as appropriate.

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

8 36. The Class is so numerous that the individual joinder of all its members is impracticable.
9 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
10 numbers of class members and their identities can be ascertained through appropriate discovery from
11 records maintained by Defendants and their agents.

12 37. Common questions of fact and law exist as to all class members, which predominate
13 over any questions affecting only individual members of the Class. The common legal and factual
14 questions which do not vary from class member to class member, and which may be determined
15 without reference to the individual circumstances of any class member include, but are not limited to,
16 the following:

- 17 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
18 Plaintiff and the other class members and aggrieved employees for all hours worked;
19 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
20 Plaintiff and the other class members and aggrieved employees for all overtime hours
21 worked;
22 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
23 Plaintiff and the other class members and aggrieved employees;
24 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
25 Plaintiff and the other class members and aggrieved employees;
26 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
27 the State of California for all hours worked, and for all missed, short, late, and/or
28 interrupted meal periods and rest breaks;

- 1 vi. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
2 the State of California for all hours worked at the rate at which said employees were
3 hired;
- 4 vii. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
5 members and aggrieved employees during their employment;
- 6 viii. Whether Defendants' failure to pay wages, without abatement or reduction, in
7 accordance with the California Labor Code, was willful;
- 8 ix. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
9 and aggrieved employees within the required time upon their discharge or resignation;
- 10 x. Whether Defendants failed to comply with wage reporting as required by the California
11 Labor Code; including, *inter alia*, section 226;
- 12 xi. Whether Defendants failed to reimburse Plaintiff and the other class members and
13 aggrieved employees for necessary business-related expenses and costs;
- 14 xii. Whether Defendants' conduct was willful or reckless;
- 15 xiii. Whether Defendants engaged in unfair business practices in violation of California
16 Business & Professions Code section 17200, *et seq.*;
- 17 xiv. The appropriate amount of damages, restitution, and/or monetary penalties resulting
18 from Defendants' violation of California law; and
- 19 xv. Whether Plaintiff and the other class members and aggrieved employees are entitled to
20 compensatory damages pursuant to the California Labor Code.

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

26 39. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy since individual litigation of the claims of all class members is
28 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.

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

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

42. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other class members and aggrieved employees were not paid the appropriate minimum wage for all hours worked. Plaintiff and the other class members and aggrieved employees were not paid the minimum wage for work performed off-the-clock, and the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to pay Plaintiff and the other class members and aggrieved employees all time earned at the minimum wage rate, by, for example (1) editing and reduced the total hours worked on Plaintiff's and the class members' and aggrieved employees' time records so as to create the

1 appearance the Plaintiff and the class members and aggrieved employees did not work during periods
2 when they did; (2) required off-the-clock work during meal and rest periods, or before clock-in at the
3 beginning of a shift to prepare for the shift, or work after clock-out to clean up after a shift; (3)
4 requiring Plaintiff and the class members and aggrieved employees to take work calls on cell phones
5 outside of work time and work hours; and (4) required Plaintiff and the class members and aggrieved
6 employees to clock out while they continued to work, as with meal periods. Defendants' practice
7 resulted in the systematic underpayment of wages (including minimum wages, straight time wages
8 and overtime wages) to Plaintiff and the class members and aggrieved employees who were denied
9 wages for all time worked. Accordingly, Defendants regularly failed to pay at least minimum wages
10 to Plaintiff and the other class members and aggrieved employees for all hours they worked in violation
11 of California Labor Code sections 1194, 1197, and 1197.1.

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

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

20 **SECOND CAUSE OF ACTION**

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

22 **Unpaid Overtime**

23 **(Against All Defendants and DOES 1 – 25)**

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

26 46. California Labor Code section 1198 and the applicable Industrial Welfare Commission
27 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
28 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the

number of hours worked by the person on a daily or weekly basis.

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

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

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

50. During the relevant time period, Plaintiff and the other class members and aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week. However, Defendants did not record Plaintiff and the other class members' and aggrieved employees' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff and the other class members and aggrieved employees. Defendants' failure to pay overtime wages included, *inter alia*, requiring Plaintiff and the other class members and aggrieved employees to, for example: (1) editing and reduced the total hours worked on Plaintiff's and the class members' and aggrieved employees' time records so as to create the appearance the Plaintiff and the class members and aggrieved employees did not work during periods when they did; (2) requiring off-the-clock work during meal and rest periods, or before clock-in at the beginning of a shift to prepare for the shift, or work after clock-out to clean up after a shift; (3) requiring Plaintiff and the class members and aggrieved employees to take work calls on cell phones outside of work time and work hours; and (4) required Plaintiff and the class members and aggrieved employees to clock out while they continued to work, as with meal periods.

51. Defendants' practice resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Plaintiff and the class members and

1 aggrieved employees who were denied wages for all time worked. Defendants' practices resulted in
2 the systematic underpayment of wages (including minimum wages, straight time wages and overtime
3 wages) to Plaintiff and the other class members and aggrieved employees who were denied wages for
4 all time worked. As to overtime wages, the systematic underpayment of wages sometimes resulted in
5 non-payment of wages at the double time rate, where appropriate.

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

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

12 **THIRD CAUSE OF ACTION**

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

14 **Failure to Provide Meal Periods**

15 **(Against All Defendants and DOES 1 – 25)**

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

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

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

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

1 58. At all relevant times, California Labor Code section 512(a) further provides that an
2 employer may not require, cause, or permit an employee to work a work period of more than ten (10)
3 hours per day without providing the employee with a second uninterrupted meal period of not less
4 than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second
5 meal period may be waived by mutual consent of the employer and the employee only if the first meal
6 period was not waived.

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

11 60. During the relevant time period, Plaintiff and the other class members and aggrieved
12 employees who were scheduled to work for a period of time in excess of ten (10) hours but no longer
13 than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
14 were required to work for periods longer than ten (10) hours without an uninterrupted meal period of
15 not less than thirty (30) minutes.

16 61. During the relevant time period, Defendants intentionally and willfully required
17 Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff
18 and the other class members and aggrieved employees for work performed during meal periods. As a
19 result, Plaintiff worked through meal periods, took late meal periods, took interrupted meal periods,
20 or took short meal periods, if at all. Defendants required Plaintiff and other class members and
21 aggrieved employees to clock out while requiring them to work through their meal periods. Defendants
22 failed to provide proper meal periods, and any meal periods provided were late, short, interrupted,
23 took place in settings wherein Defendants did not allow Plaintiff or class members and aggrieved
24 employees to leave Defendants' premises, or the meal periods were otherwise non-compliant with
25 California law. This additionally applied with second meal periods, where applicable, which were
26 routinely not provided at all.

27 62. During the relevant time period, Defendants failed to pay Plaintiff and the other class
28 members and aggrieved employees all meal period premiums due pursuant to California Labor Code

1 section 226.7 and 512. Defendants' conduct violates applicable IWC Wage Order(s), and California
2 Labor Code sections 226.7 and 512(a).

3 63. Pursuant to the applicable IWC Wage Order and California Labor Code section
4 226.7(b), Plaintiff and the other class members and aggrieved employees are entitled to recover from
5 Defendants one additional hour of pay at their regular rate of compensation for
6 each workday that a meal period was not provided.

7 **FOURTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE SECTION 226.7**

9 **Failure to Provide Rest Periods**

10 **(Against All Defendants and DOES 1 – 25)**

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

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

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

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

24 68. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the other class members and aggrieved employees were entitled to recover from
26 Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each
27 workday that the rest period was not provided.

28 69. During the relevant time period, Defendants required Plaintiff and the other class

1 members and aggrieved employees to work three and one-half (3 ½) or more hours without authorizing
2 or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof,
3 worked. Defendants failed to authorize and permit Plaintiff and class members' and aggrieved
4 employees' second and third legally-complaint 10-minute rest period on days where Plaintiff and other
5 class members respectively worked for time periods entitling Plaintiff and the other class members
6 and aggrieved employees to second and third rest periods.

7 70. 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 rest periods compliant with California law. As a result, Plaintiff worked through rest periods, took
11 late rest periods, took interrupted rest periods, or took short rest periods, if at all. Defendants failed to
12 provide proper rest periods, and any rest periods provided were late, short, interrupted, took place in
13 settings wherein Defendants did not allow Plaintiff or class members and aggrieved employees to
14 leave Defendants' premises, or the rest periods were otherwise non-compliant with California law.

15 71. Defendants also had no policy and/or practice to pay a premium when rest periods were
16 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
17 failed to pay Plaintiff and the other class members and aggrieved employees the full rest period
18 premium due in violation of California Labor Code section 226.7.

19 72. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
20 Code section 226.7.

21 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members and aggrieved employees are entitled to recover from
23 Defendants one additional hour of pay at their regular rate of compensation for
24 each workday that a rest period was not provided.

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FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

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

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

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

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

78. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other class members and aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204.

79. During the relevant time period, Defendants edited and reduced the total number of hours worked on Plaintiff and other class members' and aggrieved employees' earning statements. Defendants did not cease the practice of underpaying Plaintiff despite being made aware of the error. On information and belief, other class members and aggrieved employees were subject to the same practice of being intentionally paid for less time than they worked by Defendants. Defendants also required Plaintiff and other class members and aggrieved employees to work through meal and rest breaks without providing a premium wage, or otherwise required off-the-clock work of Plaintiff and other class members and aggrieved employees as described herein. As a result, Defendants failed to

1 timely pay Plaintiff and other class members and aggrieved employees all wages owed to them in
2 violation of California Labor Code section 204(a).

3 80. Plaintiff and other class members are entitled to recover all available remedies for
4 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
5 Labor Code section 210(b).

6 **SIXTH CAUSE OF ACTION**

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

8 **Failure to Provide Accurate Wage Statements**

9 **(Against All Defendants and DOES 1 – 25)**

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

12 82. At all material times set forth herein, California Labor Code section 226(a) provides
13 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
14 including, but not limited to, the name and address of the legal entity that is the employer, total hours
15 worked, and all applicable hourly rates.

16 83. Defendants have intentionally and willfully failed to provide Plaintiff and the other
17 class members and aggrieved employees with complete and accurate wage statements. The
18 deficiencies include, among other things, the failure to state all hours worked and the failure to state
19 the actual gross wages earned, and providing statements that presented false information based on time
20 records that had been altered by Defendants to create false appearances that (1) Plaintiff and other
21 class members and aggrieved employees had not worked time they in fact worked; or (2) Plaintiff and
22 other class members and aggrieved employees received meal periods that they did not in fact receive.
23 Accordingly, Defendants violated California Labor Code 226(a).

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

27 85. Specifically, Plaintiff and the other class members have been injured by Defendants'
28 intentional violation of California Labor Code section 226(a) because they were denied both their legal

1 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
2 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
3 number of total hours worked on wage statements, Plaintiff and the other class members and aggrieved
4 employees been prevented by Defendants from determining if all hours worked were paid and the
5 extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to conduct
6 discovery, reconstruct time records, and perform computations in order to analyze whether in fact
7 Plaintiff and the other class members and aggrieved employees were paid correctly and the extent of
8 the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have
9 had to engage in these efforts and incur these costs had Defendants provided the accurate number of
10 total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment
11 of wages from Defendants.

12 86. Plaintiff and the other class members and aggrieved employees are entitled to recover
13 from Defendants the greater of their actual damages caused by Defendants' failure to comply with
14 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
15 (\$4,000).

16 **SEVENTH CAUSE OF ACTION**

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

18 **Final Wages Not Timely Paid**

19 **(Against All Defendants and DOES 1 – 25)**

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

22 88. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
23 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
24 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
25 at the time of discharge are due and payable immediately. California Labor Code section 202
26 mandates that if an employee quits, his or her wages shall become due and payable not later than
27 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
28 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of

1 quitting.

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

7 90. At the time that Plaintiff's and the class members' and aggrieved employees'
8 employment with Defendants ended, Defendants knowingly and willfully failed to pay class
9 members all wages owed to them pursuant to California Labor Code sections 201 and 202, including,
10 without limitation, overtime wages, minimum wages, meal period premium wages, and rest period
11 premium wages, and all wages due to the class members as they became due, as required per California
12 Labor Code sections 204. Moreover, in the case of Plaintiff and other class members and aggrieved
13 employees, a final check was not received at all.

14 91. As a result, the class members are entitled to all available statutory penalties, including
15 the waiting time penalties provided in California Labor Code section 203, together with interest
16 thereon, as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

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

19 **Failure to Reimburse Necessary Business Expenses**

20 **(Against All Defendants and DOES 1 – 25)**

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

23 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
26 consequence of his or her obedience to the directions of the employer.

27 94. Plaintiff and the other class members and aggrieved employees incurred necessary
28 business-related expenses and costs that were not fully reimbursed by Defendants. These costs include

1 the daily usage of personal cell phones for work-related purposes without reimbursement after
2 Defendants allowed Plaintiff and the class members and aggrieved employees to make expenditures
3 for Defendants' benefit. Further, Plaintiff and the class members and aggrieved employees had to
4 provide their own tools and replacements for said tools, which were not reimbursed, as well as certain
5 uniform items, such as special work pants, for which Plaintiff and the class members and aggrieved
6 employees were not reimbursed. The nature of the work not only caused Plaintiff and the class
7 members and aggrieved employees to regularly use their cell phones, phone service, and internet
8 service in completing Defendants' tasks, but the work caused Plaintiff and the class members and
9 aggrieved employees mobile devices to need replacement on occasion. Defendants did not reimburse
10 Plaintiff and the class members and aggrieved employees for these costs either.

11 95. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
12 members and aggrieved employees for all necessary business-related expenses and costs. Plaintiff and
13 the other class members and aggrieved employees are entitled to recover from Defendants their
14 business-related expenses and costs incurred during the course and scope of her employment, plus
15 interest accrued from the date on which Plaintiff and the other class members and aggrieved employees
16 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
17 California.

18 **NINTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

20 **Unfair and Unlawful Business Practices**

21 **(Against All Defendants and DOES 1 – 25)**

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

24 97. Each and every one of Defendants' acts and omissions in violation of the California
25 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to (1)
26 Defendant's failure and refusal to pay minimum wages; (2) Defendant's failure and refusal to pay
27 overtime compensation; (3) Defendants' failure and refusal to provide required meal periods (or
28 premiums for failure to provide meal periods that complied with California law); (4) Defendants'

1 failure and refusal to provide required rest periods (or premiums for failure to provide rest periods that
2 complied with California law); (5) Defendants' failure to timely pay wages for all hours worked during
3 employment; (6) Defendants' failure and refusal to furnish accurate itemized wage statements; (7)
4 Defendants' failure and refusal to reimburse business-related expenses; and (8) Defendants' failure to
5 timely pay wages upon termination constitutes an unfair and unlawful business practice under
6 California Business and Professions Code § 17200 *et seq.*

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

11 99. Defendants have avoided payment of overtime wages, minimum wages, meal period
12 premiums, rest period premiums, timely wages for all hours worked, and other benefits as required by
13 the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order.
14 Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state
15 authorities under the California Labor Code and other applicable regulations.

16 100. As a result of Defendants' unfair and unlawful business practices, Defendants have
17 reaped unfair and illegal profits during Plaintiff and the other class members' and aggrieved
18 employees' tenure at the expense of Plaintiff, the other class members and aggrieved employees, and
19 members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them
20 to Plaintiff and the other class members and aggrieved employees.

21 101. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
22 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
23 Defendants account for, disgorge, and restore to Plaintiff and the other class members and aggrieved
24 employees the wages and other compensation unlawfully withheld from them. Plaintiff and the other
25 class members and aggrieved employees are entitled to restitution of all monies to be disgorged from
26 Defendants in an amount according to proof at the time of trial.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.***

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

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

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

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

14 105. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
15 as defined by California Labor Code section 2699(c) in that they are all current or former employees
16 of Defendants, and one or more of the alleged violations were committed against them.

17 106. Defendants’ conduct, as alleged herein, violates numerous sections of the California
18 Labor Code, including, but not limited to, the following:

- 19 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for
20 failure to pay minimum wages, as set forth more fully below;
- 21 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
22 overtime wages, as set forth more fully below;
- 23 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to
24 provide legally required meal periods, as set forth more fully below;
- 25 (d) Violation of California Labor Code section 226.7 for failure to provide
26 legally required rest periods, as set forth more fully below;
- 27 (e) Violation of California Labor Code section 204 for failure to timely pay
28 wages to Plaintiff and aggrieved employees during employment, as set forth

more fully before;

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

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

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

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

107. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

Failure to Pay Minimum Wages

108. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have 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.

109. 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 Pay Overtime Wages

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

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

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

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

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

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

Failure to Provide Meal Periods

116. 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.

117. 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.

118. 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.

119. 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.

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

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

122. During the relevant time period, Defendants willfully required Plaintiff and the aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved

1 employees for work performed during meal periods. By way of example, Defendants failed to relieve
2 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
3 worked through mandated meal periods.

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

9 124. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
10 Code sections 226.7 and 512(a).

11 **Failure to Provide Rest Periods**

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

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

20 127. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
22 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
23 the rest period was not provided.

24 128. During the relevant time period, Defendants required Plaintiff and the aggrieved
25 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
26 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
27 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
28

1 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
2 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

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

8 130. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
9 Code section 226.7.

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

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

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

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

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

26 **Failure to Provide Compliant Wage Statements**

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

1 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
2 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
3 all 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.

12 136. 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**

17 137. 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.

24 138. 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.

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

rights.

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

Failure to Reimburse Necessary Business Expenses

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

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

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

Failure to Timely Pay Wages Upon Termination

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

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

1 146. At the time that Plaintiff and the aggrieved employees' employment with Defendants
2 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
3 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
4 limitation, overtime wages, minimum wages, meal period premium wages, rest period premium
5 wages, and gratuities.

6 **DEMAND FOR JURY TRIAL**

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

8 **PRAYER FOR RELIEF**

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

11 **Class Certification**

- 12 1. That this action be certified as a class action;
- 13 2. That Plaintiff be appointed as the representative of the Class;
- 14 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 15 4. That Defendants provide to Class Counsel immediately the names and most current/last
16 known contact information (address, e-mail and telephone numbers) of all class members and
17 aggrieved employees.

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

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

- 22 6. For general unpaid wages and such general and special damages as may be appropriate;

- 23 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
24 Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

- 27 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Labor Code section 1194(a);

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor

Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members and aggrieved employees;

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

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class and aggrieved employees;

31. For statutory penalties pursuant to California Labor Code section 210;

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

38. 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

1 termination of the employment of the class members and aggrieved employees no longer employed
2 by Defendants;

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

4 40. For statutory wage penalties pursuant to California Labor Code section 203 for class
5 members who are no longer employed by Defendants;

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

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

9 **As to the Eight Cause of Action**

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

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

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

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

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

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

19 **As to the Ninth Cause of Action**

20 49. That the Court declare, adjudge and decree that Defendants violated the following
21 California Labor Code sections as to Plaintiff and the other class members and aggrieved employees:
22 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum
23 wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof);
24 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage
25 statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and
26 2802 (by failing to reimburse business-related expenses);

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

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

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

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

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

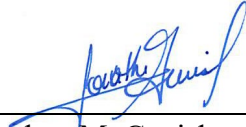
9 51. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
10 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
11 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, ; and

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

13
14 DATED: May 30, 2023

BLACKSTONE LAW, APC

15
16 By: _____


Jonathan M. Genish
Barbara DuVan-Clarke
Alexander K. Spellman
Patricia J. Van Ert

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20 Attorneys for Plaintiff
JORGE GARCIA
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PROOF OF SERVICE

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 30, 2023, I served a copy of the following document(s):

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

on the interested parties as follows:

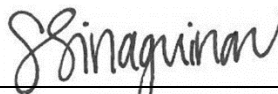
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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 30, 2023 at Beverly Hills, California.



Stephany Sinaguinan