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Assigned for All Purposes

Judge Peter Wilson

Dept. CX101

Attorneys for Plaintiff Oyuki Mojica,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

OYUKI MOJICA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NASATA, INC, a California corporation;
SATANA, INC., a California corporation;
TANYA, INC., a California corporation;
ABDUL KARIM SULTAN, an individual;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2023-01338014-CU-OE-CXC

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

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

JURY TRIAL DEMANDED

DAILY ALJIAN LLP
Newport Beach, California

1 Plaintiff OYUKI MOJICA (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against
3 Defendants NASATA, INC, a California corporation; SATANA, INC., a California corporation;
4 TANYA, INC., a California corporation; ABDUL KARIM SULTAN, an individual; and DOES 1
5 through 50, inclusive (collectively “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure section
8 382, is brought by Plaintiff on behalf of all current and former non-exempt employees of
9 Defendants in California during the Class Period (collectively the “Class” or “Class Members”).
10 The term Class Period is defined as four (4) years prior to the filing of this action to the date of
11 class certification.

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

19 3. This proposed class and PAGA action seeks, *inter alia*, unpaid wages (including
20 minimum, regular, overtime, and double time wages); compensation for non-compliant meal
21 periods and rest breaks; waiting time penalties; itemized wage statement penalties; business
22 expense reimbursements; interest; statutory and civil penalties; and reasonable attorneys’ fees and
23 costs. Plaintiff’s class action is brought under, *inter alia*, the California Industrial Welfare
24 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of
25 Regulations, California Business & Professions Code sections 17200 *et seq.*, California Civil Code
26 section 3289, California Code of Civil Procedure section 1021.5, and California Labor Code
27 sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
28 1197, 1197.1, 1198, 2800 and 2802.

5. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Further, this is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA. As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

6. This Court has jurisdiction over all Defendants because each Defendant is a citizen of California, a corporation or association organized under the laws of the State of California, an association authorized to do business in California and registered with the California Secretary of State, does sufficient business in California, has sufficient minimum contacts with California, and/or intentionally avails itself of the laws and markets of California through the promotion, sale, marketing and distribution of its products and/or services in California to render the exercise of jurisdiction by the California courts permissible.

7. Venue in Orange County is proper under California Business & Professions Code

1 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
2 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
3 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
4 in this County, Defendants' liability arose in this County, and/or Defendants reside, transact
5 business, maintain offices, and/or have an agent or agents in this county. The relief requested is
6 within the jurisdiction of this Court.

7 **PARTIES**

8 8. Plaintiff is an individual and a California citizen who resides in Orange County,
9 California. Plaintiff was employed and continues to be employed by Defendants in California as a
10 non-exempt employee during the Class Period. Plaintiff performed work for Defendants in Orange
11 County during the Class Period and her job duties include but are not limited to, preparing food,
12 cleaning, and cashier duties.

13 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
14 NASATA, INC. ("NASATA") was and is a California corporation with its principal office located
15 at 7 Risero Drive, Mission Viejo, California 92692, and Abdul Karim Sultan is the Chief Executive
16 Officer and serves as a Director. Plaintiff is further informed, believes, and thereon alleges that
17 NASATA operates a Subway restaurant in Orange County. NASATA regularly conducts business
18 within the State of California and derives substantial revenues from services performed in
19 California. NASATA is, and at all relevant times was, an employer subject to California state wage
20 and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of
21 NASATA that are complained of by way of this Complaint were implemented during the relevant
22 time period. At all relevant times, NASATA employed Class Members in the State of California,
23 including Orange County.

24 10. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
25 SATANA, INC. ("SATANA") was and is a California corporation with its principal office located
26 at 7 Risero Drive, Mission Viejo, California 92692, and Abdul Karim Sultan is the Chief Executive
27 Officer and serves as a Director. Plaintiff is further informed, believes, and thereon alleges that
28 SATANA operates a Subway restaurant in Orange County. SATANA regularly conducts business

1 within the State of California and derives substantial revenues from services performed in
2 California. SATANA is, and at all relevant times was, an employer subject to California state wage
3 and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of
4 SATANA that are complained of by way of this Complaint were implemented during the relevant
5 time period. At all relevant times, SATANA employed Class Members in the State of California,
6 including Orange County.

7 11. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
8 TANYA, INC. (“TANYA”) was and is a California corporation with its principal place of business
9 located at 23411 Aliso Viejo Parkway, Ste. J, Aliso Viejo, California 92656. TANYA operates a
10 Subway restaurant in Orange County, and Abdul Karim Sultan is the Chief Executive Officer, Chief
11 Financial Officer, and sole Director. TANYA regularly conducts business within the State of
12 California and derives substantial revenues from services performed in California. TANYA is, and
13 at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is
14 informed, believes, and thereon alleges that the practices and policies of TANYA that are
15 complained of by way of this Complaint were implemented during the relevant time period. At all
16 relevant times, TANYA employed Class Members in the State of California, including Orange
17 County.

18 12. Plaintiff is informed and believes, and thereon alleges, that Defendant ABDUL
19 KARIM SULTAN (“Sultan”) is the Chief Executive Officer and serves as a Director for Defendants
20 NASATA and SATANA, and is the Chief Executive Officer, Chief Financial Officer, and sole
21 Director of TANYA. Plaintiff is informed and believes, and thereon alleges, that at all relevant
22 times herein, Sultan was involved in the day-to-day operations of Defendants’ Subway restaurants,
23 including controlling Class Members’ time worked and designating tasks for Class Members to
24 perform (including while Class Members were clocked out for their shift), disciplining Class
25 Members, and enforcing Defendants’ rules, policies, and practices, among other things.
26 Consequently, Sultan violated or caused to be violated the IWC Wage Order provisions regulating
27 minimum wages or hours and days of work, as well as Labor Code Sections 203, 204,
28 226, 226.7, 1194, 1197, and 2802 as explained below. Thus, Sultan is personally liable for the

1 Labor Code and IWC Wage Order violations pursuant to Labor Code Section 558.1.

2 13. Plaintiff is informed and believes that Defendants are direct and/or joint employers
3 of the putative class, share common officers, agents, members, and/or managers, and/or are member
4 managers with ownership interests in Defendants' businesses, overseeing and managing
5 Defendants' business operations, including, but not limited to, the creation and implementation of
6 employee work rules, policies, and practices complained of herein. Defendants exercised
7 substantial control over the wages, hours and/or working conditions of Plaintiff and the putative
8 Class, including, but not limited to, the management of Defendants' operations and finances, such
9 as payment of wages to the putative class and engagement in corporate decision making to dictate
10 corporate policy. Consequently, Defendants are liable for the Labor Code and IWC Wage Order
11 violations alleged herein.

12 14. Plaintiff is informed, believes and based thereon alleges that Defendants suffered
13 and permitted Plaintiff and Class Members to work, and/or jointly exercised control over the wages,
14 hours, and/or working conditions of Plaintiff and Class Members.

15 15. Defendants continue to employ non-exempt employees within California.

16 16. Plaintiff is unaware of the true names and capacities of those Defendants identified
17 as DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is
18 informed, believes and thereon alleges that at all relevant times each DOE Defendant was a parent,
19 sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and
20 each related entity, and was acting with the knowledge and authorization of each of the other
21 Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of
22 each DOE Defendant when their names have been ascertained and identified. Plaintiff is informed,
23 believes and thereon alleges that each of the Defendants sued as DOES 1 through 50 participated
24 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
25 and omissions and some portion of the damages alleged herein.

26 17. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
27 each Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
28 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of

each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

18. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of them, at all times material hereto, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein alleged.

19. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were without the financial solvency and responsibility required by law; and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship between and among Defendants.

20. At all relevant times herein, Defendants were agents of each other and acting within the course and scope of their agency.

CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND

21. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this action individually and as a class action on behalf of a proposed Class defined as follows:

1 Class:

2 All current and former non-exempt employees employed by Defendants in the State
3 of California within four (4) years prior to the commencement of this action to the
4 date of class certification.

5 22. The Class is also comprised of the following Subclass:

6 Waiting Time Sub-Class:

7 Those members of the Class who separated from their employment with Defendants
8 within three (3) years prior to the commencement of this action to the date of class
9 certification.

10 23. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
11 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
12 greater specificity and/or further division into subclasses or limitation to particular issues based on
13 further investigation and discovery.

14 24. This action is brought, and may properly be maintained, as a class action pursuant
15 to California Code of Civil Procedure section 382 because there is a well-defined community of
16 interest in the litigation, and the proposed class is easily ascertainable. This action presents
17 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
18 predominance, and superiority requirements of this provision.

19 25. Through this action, Plaintiff alleges Defendants have consistently maintained and
20 enforced against Plaintiff and Class Members unlawful employment practices and policies which
21 violate the California Labor Code and IWC Wage Orders.

22 26. Plaintiff is informed, believes, and thereon alleges that during the relevant time
23 period, Defendants failed to pay Plaintiff and Class Members all minimum, regular, and overtime
24 wages for all hours worked in violation of the California Labor Code and IWC Wage Orders.
25 During the relevant time period, Plaintiff and Class Members regularly worked more than eight (8)
26 hours per workday and/or over forty (40) hours per workweek. Specifically, Defendants required
27 Plaintiff and Class Members to perform work off-the-clock, such as (1) working while clocked out
28 for meal periods, (2) driving from one Subway restaurant to another during their shift to drop off

1 supplies, such as meat, vegetables and dairy products, while clocked out for their shift, (3) driving
2 to another Subway restaurant location to drop off supplies after clocking out at the end of their
3 scheduled shift, and (4) working past the end of their scheduled shift, all without compensation.
4 For example, Defendants directed Plaintiff and Class Members to assist coworkers or perform other
5 tasks such as cleaning or preparing food while they were clocked out for a meal period, and
6 reprimanded Plaintiff and Class Members if they needed to work past their scheduled shift time to
7 complete all the tasks Defendants required them to finish in one day.

8 27. Plaintiff is informed, believes, and thereon alleges that during the relevant time
9 period, Defendants deprived Plaintiff and Class Members of the opportunity to take all of their
10 statutorily entitled meal periods within the appropriate time intervals or provide compensation in
11 lieu thereof in violation of the California Labor Code and IWC Wage Orders. Specifically, Plaintiff
12 and Class Members had their meal periods regularly interrupted, short, late, restricted to the
13 worksite, and/or missed altogether due to Defendants' practices of prioritizing customer needs over
14 allowing employees to take compliant breaks, pressuring employees to work off-the-clock,
15 understaffing their restaurants, and failing to provide adequate coverage so that employees could
16 take compliant breaks. Plaintiff and Class Members were not allowed to leave the job site in order
17 to take meal periods, and frequently missed their meal periods, had them shortened, and/or
18 interrupted because Defendants required them to continue working or return to work before 30
19 minutes had passed. For example, Defendants maintained a practice of allowing a maximum of one
20 to two employees to be working at one time, and required Plaintiff and Class Members to assist
21 their coworker if customers came into the restaurant while they were clocked out for a meal period.
22 Defendants also failed to compensate Plaintiff and Class Members with an additional hour of pay
23 at their regular rate for each day in which they were denied a compliant meal period.

24 28. Plaintiff is informed, believes, and thereon alleges that during the relevant time
25 period, Defendants failed to permit Plaintiff and Class Members to take all of their statutorily
26 entitled 10-minute rest periods for every four (4) hours worked or major fraction thereof or provide
27 compensation in lieu thereof in violation of the California Labor Code and IWC Wage Orders.
28 Specifically, Plaintiff's and Class Members' rest breaks were regularly missed, interrupted, less

1 than 10 minutes, and/or restricted to the worksite due to Defendants' practices of prioritizing
2 customer needs over allowing employees to take compliant rest breaks, pressuring employees to
3 work off-the-clock, understaffing their restaurants, and failing to provide adequate coverage so that
4 employees could take compliant breaks. Defendants further required Plaintiff and Class Members
5 to remain on premises during their entire shift, unless they were directed to drive to another
6 restaurant. Defendants also failed to provide one additional hour of pay at the regular rate of pay
7 for each day that Plaintiff and Class Members missed a rest period, had them shortened, interrupted,
8 or restricted to the worksite.

9 29. Plaintiff is informed, believes, and thereon alleges that during the relevant time
10 period, Defendants willfully failed to timely pay all wages due to Waiting Time Subclass upon
11 separation of employment in violation of the California Labor Code and IWC Wage Orders.
12 Waiting Time Subclass Members were not paid all meal period premiums, rest period premiums,
13 reimbursements, and/or wages (including minimum, regular, and overtime wages) within the
14 required time period.

15 30. Plaintiff is informed, believes, and thereon alleges that during the relevant time
16 period, Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage
17 statements in violation of the California Labor Code and IWC Wage Orders. In addition, although
18 Plaintiff and Class Members worked at multiple restaurant locations operated by different entities
19 during the same pay period, Defendants only provided one wage statement per pay period listing
20 just one of the entities, thus failing to provide *any* wage statements from the correct entities for
21 certain hours worked, and/or failing to list the correct name and address of the employer on the
22 wage statements. Thus, Plaintiff and Class Members received wage statements which did not
23 accurately reflect the gross and net wages earned, total hours worked, and all applicable rates of
24 pay and the corresponding number of hours worked at each pay rate, and/or failed to list the correct
25 name and address of the employer.

26 31. Plaintiff is informed, believes, and thereon alleges that during the relevant time
27 period, Defendants failed to reimburse Plaintiff and Class Members for necessary business
28 expenses incurred in the performance of their duties in violation of the California Labor Code and

1 IWC Wage Orders. Specifically, Defendants failed to reimburse Plaintiff and Class Members for
2 all necessary business expenses incurred for Defendants' benefit, including requiring employees to
3 use their personal cell phones to communicate with the employees at other restaurant locations,
4 among other things, drive their personal vehicles to and from Defendants' Subway locations during
5 the workday, and wear a uniform consisting of a shirt and hat with the Subway logo that required
6 frequent cleaning. Despite incurring these necessary business expenditures, Defendants failed to
7 reimburse Plaintiff and Class Members for a reasonable portion of their cell phone bills and mileage
8 and wear and tear on their personal vehicles, and the costs of maintaining their uniforms, all of
9 which were necessary to perform their job duties.

10 32. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
11 described throughout this Complaint were willful.

12 **NUMEROSITY**

13 33. The Class is so numerous that joinder of all of its members is impracticable. While
14 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
15 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
16 alleges that the Class consists of more than 50 persons.

17 34. A class action is the only available method for the fair and efficient adjudication of
18 this controversy. The members of the Class are so numerous that joinder of all members is
19 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
20 Defendants' employee and payroll records.

21 **COMMONALITY**

22 35. Common questions of fact and law exist as to all members of the Class that
23 predominate over any questions affecting only individual Class Members. These common legal
24 and factual questions include, but are not limited to, the following:

25 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
26 regular, and overtime wages for all hours worked by Plaintiff and Class Members;

27 (b) Whether Defendants required Plaintiff and Class Members to perform work
28 off-the-clock without compensation;

(c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

(d) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-minute rest breaks for every four hours or major fraction thereof worked by Plaintiff and Class Members without compensation in lieu thereof;

(e) Whether Defendants failed to timely pay Waiting Time Subclass Members all wages due either immediately upon termination or within 72 hours after resignation;

(f) Whether Defendants' conduct was willful;

(g) Whether Defendants failed to issue accurate itemized wage statements to Plaintiff and Class Members;

(h) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary business expenditures;

(i) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200 *et seq.*; and

(j) Additional common questions of law and fact that may develop as the litigation progresses.

TYPICALITY

36. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the claims of the Class; and the legal issues raised under California state law as a result of Defendants' conduct apply equally to Plaintiff and the Class Members.

ADEQUACY OF REPRESENTATION

37. Plaintiff is an adequate representative of the Class, in that her claims (and defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with her fellow Class Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed to vigorous

1 prosecution of this case and has retained competent counsel experienced in class action and wage
2 and hour litigation of this nature.

3 **PREDOMINANCE**

4 38. Defendants have engaged in a common course of wage and hour abuse toward
5 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and
6 Class Members predominate over any individual issues. Adjudication of these common issues in a
7 single action has important and desirable advantages of judicial economy.

8 **SUPERIORITY OF CLASS ACTION**

9 39. A class action is superior to other available methods for the fair and efficient
10 adjudication of this controversy because individual litigation of the claims of all Class Members is
11 impracticable. Even if every Class Member could afford individual litigation, the court system
12 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
13 cases would proceed. Individualized litigation would also present the potential for varying,
14 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
15 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
16 individual actions by Class Members may establish inconsistent standards of conduct for
17 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
18 the issues presented herein, presents fewer management difficulties, conserves the resources of the
19 parties and the court system, and protects the rights of each Class Member.

20 40. Defendants have acted or refused to act in respects generally applicable to the Class,
21 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
22 herein.

23 **PUBLIC POLICY CONSIDERATIONS**

24 41. Employers in the State of California violate employment and labor laws every day.
25 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
26 Former employees are fearful of bringing actions because they believe their former employers
27 might damage their future endeavors through negative references and/or other means. Class actions
28 provide class members who are not named in the action with a type of anonymity that allows for

1 the vindication of their rights while affording them privacy protections.

2 **FIRST CAUSE OF ACTION**

3 **(FAILURE TO PAY ALL WAGES)**

4 **(Against All Defendants)**

5 42. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
6 though fully set forth herein.

7 43. At all relevant times, Defendants had a duty to comply with California Labor Code
8 sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage
9 Orders and California Code of Regulations.

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

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

18 46. Labor Code section 210 provides that an employer who fails to pay wages as
19 provided in Labor Code section 204 shall be subject to a statutory penalty of \$100.00 for any initial
20 violation for each employee and \$200.00 for each subsequent violation for each employee, plus
21 25% of the amount unlawfully withheld.

22 47. At all times relevant, California Labor Code section 510, and applicable sections of
23 the California Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with
24 Defendants and continue to apply to Class Members' employment with Defendants. California
25 Labor Code section 510 and applicable provisions of the California Code of Regulations and IWC
26 Wage Orders state that any work performed in excess of eight hours in a workday and/or 40 hours
27 in a workweek must be paid at one and one-half times the employee's regular rate of pay.

28 48. California Labor Code section 1182.12 sets forth the minimum hourly wage that

1 must be paid to all employees in California for all hours worked. Local minimum wage ordinances
2 may provide for higher minimum wage rates that must be paid to employees for all hours worked
3 in those locales where each local ordinance is in effect.

4 49. California Labor Code section 1194 provides that any employee receiving less than
5 the legal minimum wage or the legal overtime compensation applicable to the employee is entitled
6 to recover in a civil action the unpaid balance of the full amount of the minimum wage or overtime
7 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

8 50. California Labor Code section 1194.2 authorizes the recovery of liquidated damages
9 in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

10 51. California Labor Code section 1197 provides that the payment of a lower wage than
11 the minimum wage fixed by the commission or by any applicable state or local law is unlawful.

12 52. California Labor Code section 1198 prohibits employers from employing for longer
13 hours or less favorable conditions than those set forth in the California Labor Code, IWC Wage
14 Orders, or as otherwise set by the Labor Commissioner.

15 53. Plaintiff is informed, believes, and thereon alleges that during the relevant time
16 period, Plaintiff and Class Members regularly worked more than eight (8) hours and/or over forty
17 (40) hours per workweek.

18 54. Plaintiff is informed, believes, and thereon alleges that during the relevant time
19 period, Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
20 minimum, regular, and overtime wages), due to Defendants' practices of requiring Plaintiff and
21 Class Members to work-off-the-clock without compensation, among other things.

22 55. As a direct and proximate result of Defendants' unlawful conduct, as set forth
23 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
24 of earnings from minimum, regular, and overtime compensation due, and are thus also entitled to
25 penalties, in an amount to be established at trial, plus prejudgment interest, attorneys' fees, and
26 costs pursuant to statute.

27 56. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
28 as described herein and below.

SECOND CAUSE OF ACTION

**(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU
THEREOF)**

(Against All Defendants)

57. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

58. At all relevant times, Defendants had a duty to comply with California Labor Code sections 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

59. California Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an employer from employing any person for a work period of more than 5 hours per day without providing the employee with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than 6 hours, the meal period may be waived by mutual consent of the employer and employee.

60. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

61. California Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from requiring any employee to work during a meal period mandated by any California statute, regulation, standard or order. If an employer fails to provide an employee with a meal period in accordance with state law, California Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is noncompliant.

62. Throughout the relevant time period, Plaintiff and Class Members did not receive compliant meal periods for working more than five (5) hours per day because their meal periods were short, late, missed, interrupted, not free of all duties, and/or restricted to the worksite.

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

65. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss of premium pay for meal period violations and earnings, in an amount to be established at trial, plus prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to statute.

9 66. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
10 as described herein and below.

11 THIRD CAUSE OF ACTION

12 (FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU

13 THEREOF)

14 (Against All Defendants)

15 67. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
16 though fully set forth herein.

68. At all relevant times, Defendants had a duty to comply with California Labor Code section 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

19 69. California Labor Code section 226.7(a) states “No employer shall require any
20 employee to work during any meal or rest period mandated by an applicable order of the Industrial
21 Welfare Commission.”

22 70. Section 12 of the applicable IWC Wage Order provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

71. Plaintiff is informed, believes, and thereon alleges that during the relevant time period, Plaintiff and Class Members worked in excess of 3.5 hours, six (6) hours, and/or 10 hours.

72. During the relevant time period, Plaintiff and Class Members did not receive compliant 10 minute rest periods for every four (4) hours worked or major fraction thereof because rest periods were interrupted, missed, short, restricted to the worksite, and/or on duty.

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

74. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to statute.

75. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief as described herein and below.

FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(Against All Defendants)

76. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

77. At all relevant times, Defendants had a duty to comply with California Labor Code section 226 and the applicable IWC Wage Orders and California Code of Regulations.

78. California Labor Code section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours

1 worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all
2 deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the
3 name and last four digits or employment identification number of the employee, (8) the name and
4 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the
5 corresponding number of hours worked at each hourly rate.

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

11 80. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
12 showing, among other things, when the employee begins and ends each work period, meal periods
13 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
14 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
15 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
16 knowingly and intentionally failed to comply with the IWC Wage Orders.

17 81. Throughout the relevant time period, Defendants provided wage statements that did
18 not accurately reflect the total number of hours worked by Plaintiff and Class Members at each
19 corresponding pay rate, meal and rest period premiums, the gross and net wages earned, and/or list
20 the correct name and address of the employer, making it difficult for Plaintiff and Class Members
21 to determine whether they were paid correctly for all hours worked for each Defendant, and the
22 extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the extent
23 of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff
24 would not have had to engage in these efforts and incur these costs had Defendants provided the
25 accurate wages earned. This has also delayed Plaintiff's ability to demand and recover the
26 underpayment of wages from Defendants. Defendants' violations of California Labor Code section
27 226(a) prevented Plaintiff and Class Members from knowing, understanding and disputing the
28 wages paid to them, and resulted in an unjustified economic enrichment to Defendants.

1 82. Defendants knowingly and intentionally failed to provide accurate, itemized wage
2 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
3 have suffered injury in accordance with California Labor Code section 226. Plaintiff and the Class
4 are therefore entitled to the damages and penalties provided for under California Labor Code
5 section 226(e).

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

9 84. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
10 as described herein and below.

11 **FIFTH CAUSE OF ACTION**
12 **(WAITING TIME PENALTIES)**
13 **(Against All Defendants)**

14 85. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
15 though fully set forth herein.

16 86. At all relevant times, Defendants had a duty to comply with California Labor Code
17 sections 201, 202, 203, and the applicable IWC Wage Orders and California Code of Regulations.
18 Defendants failed to comply with these final paycheck requirements with respect to Waiting Time
19 Subclass Members.

20 87. California Labor Code section 201 requires that if an employer discharges an
21 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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

26 89. California Labor Code section 203 provides that if an employer willfully fails to
27 pay, without abatement or reduction, any wages of an employee who is discharged or quits, the
28 wages of the employee shall continue as a penalty from the due date thereof at the same rate until

1 paid or until an action therefor is commenced, but that the wages shall not continue for more than
2 30 days per employee.

3 90. The Waiting Time Subclass Members are entitled to compensation for unpaid wages
4 earned, including, but not limited to, minimum, regular, and overtime wages, compensation for
5 non-compliant meal periods and rest periods, and unpaid reimbursements but to date have not
6 received such compensation, therefore entitling them to penalties pursuant to California Labor
7 Code section 203.

8 91. As a consequence of Defendants' willful conduct in failing to pay all earned wages,
9 Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants'
10 failure to timely pay wages upon separation of employment, in addition to prejudgment interest,
11 attorneys' fees, and costs in amounts that will be established at trial.

12 92. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
13 as described herein and below.

14 **SIXTH CAUSE OF ACTION**
15 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**
16 **(Against All Defendants)**

17 93. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
18 though fully set forth herein.

19 94. At all relevant times, Defendants had a duty to comply with California Labor Code
20 sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

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

26 96. California Labor Code section 2802(a) requires that employers indemnify and
27 reimburse employees for all business expenses, which are defined as all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of the employee's duties or

1 otherwise incurred based on the employee's obedience to the employer's directions. California
2 Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall
3 accrue from the date on which the employee incurred the necessary expenditure or loss. California
4 Labor Code section 2802(c) authorizes employees, who to enforce their right to reimbursements
5 under California Labor Code section 2802, to also recover attorneys' fees and costs.

6 97. During the relevant time period, Defendants required Plaintiff and Class Members
7 to use their personal cell phones and vehicles to perform their duties without reimbursement, and
8 wear uniforms requiring frequent cleaning without reimbursement for the costs of maintenance.

9 98. Defendants have unfairly and unlawfully violated California Labor Code sections
10 2800 and 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class
11 Members for all of their out-of-pocket business expenses incurred in the discharge of their job
12 duties.

13 99. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
14 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
15 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

16 100. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
17 as described herein and below.

18 **SEVENTH CAUSE OF ACTION**
19 **(UNFAIR BUSINESS PRACTICES)**
20 **(Against All Defendants)**

21 101. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
22 though fully set forth herein.

23 102. California Business & Professions Code Section 17200, *et seq.* prohibits unfair
24 competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

25 103. Defendants' conduct, as alleged herein, has been and continues to be unfair,
26 unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to
27 enforce important rights affecting the public interest within the meaning of California Code of Civil
28 Procedure section 1021.5.

1 104. Defendants' activities, as alleged herein, violate California law and constitute
2 unlawful business acts or practices in violation of California Business and Professions Code
3 sections 17200, *et seq.*

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

6 106. Plaintiff brings this action on behalf of herself and all members of the general public,
7 including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes
8 false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL.
9 Defendants' policies and practices have violated state law in at least the following respects:

10 (a) Failing to pay all minimum, regular, and overtime wages due to Plaintiff and
11 Class Members in violation of California Labor Code sections 204, 510, 1182.12, 1194, 1194.2,
12 1197 and 1198;

13 (b) Failing to provide compliant meal periods or compensation in lieu thereof in
14 violation of California Labor Code sections 226.7 and 512;

15 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
16 thereof in violation of California Labor Code section 226.7;

17 (d) Intentionally failing to provide Plaintiff and Class Members with accurate
18 itemized wage statements in violation of California Labor Code section 226;

19 (e) Failing to timely pay all earned wages to Waiting Time Subclass Members
20 upon separation of employment in violation of California Labor Code sections 201, 202 and 203;

21 (f) Failing to reimburse Plaintiff and Class Members all necessary business
22 expenses in violation of California Labor Code sections 2800 and 2802; and

23 (g) Violations of the IWC Wage Orders for the same conduct above.

24 107. Defendants' course of conduct, acts, and practices in violation of California law
25 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
26 conduct described herein violates the policy or spirit of such laws or otherwise significantly
27 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
28 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements

1 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions
2 described herein constitute an unfair business practices or acts within the meaning of the UCL.

3 108. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
4 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
5 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
6 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
7 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
8 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of
9 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

10 109. Defendants' failure to adopt and implement policies in accordance with and/or
11 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,
12 engenders an unfair competitive advantage for Defendants against its competitors, thereby
13 constituting an unfair business practice, as set forth in the UCL.

14 110. Pursuant to California Business and Professions Code section 17203, as a direct and
15 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
16 of all employees similarly situated, is entitled to equitable and injunctive relief, against such
17 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
18 and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease
19 and desist from engaging in the practices described herein.

20 111. Plaintiff and Class Members also request any other such legal and equitable relief
21 from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
22 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
23 practices alleged in this Complaint.

24 112. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
25 Members are entitled to and seek other appropriate relief available under California Business &
26 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks
27 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
28 California Code of Civil Procedure section 1021.5.

1 113. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
2 as described herein and below.

3 **EIGHTH CAUSE OF ACTION**
4 **(VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**
5 **(Against All Defendants)**

6 114. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
7 though fully set forth herein.

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

12 116. On February 23, 2023, Plaintiff gave written notice of the specific Labor Code
13 provisions alleged to have been violated, including the facts and theories to support the alleged
14 violations, as required by Labor Code section 2699.3. This written notice was provided via certified
15 mail to Defendants and to the LWDA by electronically filing the notice via the Department of
16 Industrial Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA
17 notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend her
18 Complaint to add a PAGA cause of action.

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

25 118. For all provisions of the Labor Code except those for which a civil penalty is
26 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
27 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
28 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent

1 pay period in which Defendants violated these provisions of the Labor Code.

2 119. Defendants' conduct violates numerous Labor Code sections, including, but not
3 limited to, the following:

4 (a) Violation of Labor Code sections 201-204, 210, 510, 558, 1194, 1197,
5 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and
6 overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon
7 separation of employment as herein alleged;

8 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
9 periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed
10 meal periods as herein alleged;

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

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

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

19 (f) Violation of Labor Code section 2800 and 2802 for failure to reimburse
20 Plaintiff and other aggrieved employees for business expenses.

21 120. Labor Code Section 226.3 provides: "[a]ny employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
26 The civil penalties provided for in this section are in addition to any other penalty provided by law."

27 121. Further, Labor Code section 558(a) provides "[a]ny employer or other person acting
28 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare Commission
2 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
3 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
4 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
5 for which the employee was underpaid.”

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

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

18 124. As set forth above, Defendants have violated numerous provisions of the Labor
19 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
20 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for herself, the
21 underpaid employees, and the State of California.

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

25 126. Plaintiff has exhausted the procedural requirements under Labor Code section
26 2699.3 as to NASATA, SATANA, and TANYA and is therefore able to pursue a claim for penalties
27 on behalf of herself and all other aggrieved employees under the PAGA.

28 127. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to

1 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
2 above.

3 128. For bringing this action, Plaintiff is entitled to attorney's fees and costs pursuant to
4 statute.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, prays for judgment
7 and the following specific relief against Defendants, jointly and severally, as follows:

8 1. That the Court certify the proposed Class and Subclasses, and any other class or
9 subclasses as appropriate under California Code of Civil Procedure section 382;

10 2. That Plaintiff be appointed as the Class Representative;

11 3. That Daily Aljian LLP be appointed as Class Counsel for all purposes;

12 4. For compensatory damages in an amount according to proof with interest thereon;

13 5. For such general, economic, and/or special damages in an amount according to proof
14 with interest thereon;

15 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
16 penalties, including interest thereon;

17 7. For waiting time penalties pursuant to California Labor Code section 203;

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

19 9. For statutory penalties to the extent permitted by law, including those pursuant to
20 the California Labor Code and IWC Wage Orders;

21 10. For the amounts provided for in California Labor Code section 226.7;

22 11. For attorney's fees, costs of suit, including expert fees, and interest pursuant to
23 California Labor Code sections 218.6, 226, 1194, 2699(g), 2802 and California Code of Civil
24 Procedure section 1021.5;

25 12. For restitution to Plaintiff and Class Members of all money and property unlawfully
26 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
27 Professions Code sections 17200 *et seq.*;

28 13. For an order requiring Defendants to restore and disgorge all funds to each employee

1 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
2 and, therefore, constituting unfair competition under Business and Professions Code sections
3 17200, *et seq.*;

4 14. For permanent injunctive relief described in the UCL cause of action;

5 15. For prejudgment interest on all sums recovered pursuant to California Labor Code
6 section 218.6, California Civil Code sections 3287 and 3289, and applicable law;

7 16. For post judgment interest on all amounts awarded to Plaintiff and Class Members
8 as provided by law;

9 17. A declaratory judgment that the practices complained of herein are unlawful under
10 California law;

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

12 19. For civil penalties pursuant to PAGA; and

13 20. An award of such other and further relief as this Court may deem appropriate.

14
15 Dated: July 24, 2023

DAILY ALJIAN LLP

16 By: /s/ Shelly D. Song

17 Justin E. D. Daily
18 Shelly D. Song
19 Attorneys for Plaintiff Oyuki Mojica,
20 individually and on behalf of all others
21 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby requests a jury trial on all claims so triable.

Dated: July 24, 2023

DAILY ALJIAN LLP

By: /s/ Shelly D. Song

Justin E. D. Daily

Shelly D. Song

Attorneys for Plaintiff Oyuki Mojica,
individually and on behalf of all others
similarly situated