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Superior Court of California,
County of Monterey
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Attorneys for Plaintiff ELISA MALDONADO DE RAMIREZ,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

ELISA MALDONADO DE RAMIREZ, an
individual on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

TAYLOR FARMS CALIFORNIA, INC, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23CV000448

CLASS ACTION

Assigned for All Purposes To:
Hon. Carrie M. Panetta
Dept.: 14

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Rest-Break Liability Under Labor Code § 226.7;
3. Violation of Labor Code § 226(a);
4. Violation of Labor Code § 203;
5. Violation of Labor Code § 204;
6. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
7. Failure to Reimburse Necessary Business Expenses § 2802;
8. Violation of Business & Professions Code § 17200 *et seq.*; and
9. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff ELISA MALDONADO DE RAMIREZ (“Plaintiff”) brings this action on behalf of herself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants TAYLOR FARMS CALIFORNIA, INC, a Delaware corporation, and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff ELISA MALDONADO DE RAMIREZ resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant TAYLOR FARMS CALIFORNIA, INC, is a Delaware and is registered with the California Secretary of State. Defendant TAYLOR FARMS CALIFORNIA, INC. has been the employer listed on the wage statements and employment records issued to Plaintiff during the relevant time period that Plaintiff was employed with Defendants.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants

1 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
2 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
3 this Complaint to reflect the true names and capacities of the Defendants designated herein as
4 Does 1 through 50 when their identities become known.

5 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
6 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
7 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
8 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
9 all respects as the employers or joint employers of Class Members. Defendants, and each of them,
10 exercised control over the wages, hours or working conditions of Class Members, or suffered or
11 permitted Class Members to work, or engaged, thereby creating a common law employment
12 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
13 employed Class Members.

14 8. Whenever and wherever reference is made in this Complaint to any act by a
15 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
16 failures to act of each defendant acting individually, jointly, and severally.

17 9. Whenever and wherever reference is made to individuals who are not named as a
18 Defendant in this Complaint but were agents, servants, employees and/or supervisors of
19 Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope
20 of their employment.

21 **JURISDICTION AND VENUE**

22 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
24 as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to
25 California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial
26 district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief,
27 the obligations and liabilities giving rise to this lawsuit occurred in part in Monterey County.
28 Defendants maintain and operate facilities in Monterey County and employs Plaintiff and other

1 Class Members in Monterey County, while doing business throughout California.

2 **FACTUAL BACKGROUND**

3 11. Class Members consistently worked at Defendants behest without being paid all
4 wages due. Class Members were either not paid by Defendants for all hours worked or were not
5 paid at the appropriate rates. Plaintiff also contends that Defendants failed to pay Class Members
6 all wages due and owing, including by requiring off the clock work, unlawfully rounding to their
7 detriment, failing to provide rest breaks, failing to furnish accurate wage statements, failing to
8 timely pay wages including final wages, failing to maintain accurate records, and failing to
9 reimburse necessary business expenses all in violation of various provisions of the California
10 Labor Code and applicable Wage Orders.

11 12. During the course of Class Members' employment with Defendants, they were not
12 paid all wages they were owed, including for all work performed resulting in off the clock work.
13 Defendants required Class Members to perform pre-shift and post-shift off the clock work which
14 they were not compensated for despite being subject to Defendants' control. Specifically, upon
15 Class Members arrival at Defendants' facility, they were required to walk through the warehouse
16 and gather the materials they needed for the day. Then, Class Members would walk over to their
17 workstation and place their materials at their workstations. Class Members then would put on their
18 shoe plastic covers, helmet, robe, gloves, arm sleeves, and mask. Afterwards, Class Members
19 would walk over to the timekeeping station where they waited several minutes to clock in.
20 Similarly, at the end of Class Members' shift, they were required to clock out and then remove all
21 of the above mentioned personal protective equipment.

22 13. Moreover, Defendants had a consistent policy and practice of unlawfully rounding
23 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
24 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
25 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or
26 30-minute time increment), and generally did so to the detriment of the Class Members, and
27 Plaintiff contend this policy is not neutral and resulted, over time, to the detriment of the Class
28 Members by systematically under-compensating them. Rather than reflecting the actual hours

1 worked by Class Members, the time entries were rounded and reduced to reflect the scheduled
2 work time rather than the actual hours worked. These unlawfully rounded time entries were
3 inputted into Defendants' payroll system from which wage statements and payroll checks were
4 created.

5 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
7 Members for all hours worked, and failing to pay minimum wages for all time worked, as required
8 by California law. Defendants thus failed to pay Class Members at least minimum wages for all
9 the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage
10 Orders as the actual times when Class Members were under the control and direction of
11 Defendants was under reported in the hours reflected on the timekeeping records.

12 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
13 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
14 Members for all hours worked.

15 16. Class Members were not authorized and permitted to take lawful rest periods, were
16 systematically required by Defendants to work through or during breaks and were not provided
17 with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability to take
18 their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.
19 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present,
20 Defendants have consistently failed to provide Class Members with paid rest breaks of not less
21 than ten minutes for every work period of four or more consecutive hours; or major fraction
22 thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest
23 breaks were not provided or were deficiently provided.

24 17. Rest period violations therefore arose in one or more of the following manners:

- 25 (a) Class Members were required to work without being provided a minimum
26 ten (10) minute rest period for every four (4) hours or major fraction
27 thereof worked and were not compensated one (1) hour of pay at their
28 regular rate of compensation for each workday that a rest period was not

provided;

(b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and

(c) Class Members were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

18. Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed to accurately account for unpaid wages because Defendants had unlawfully rounded time entries to the detriment of the Class Members and their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided rest breaks.

19. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Specifically, Class Members were not paid all regular wages because Defendants failed to pay for all hours worked, required off the clock work and unlawfully rounded time entries to the detriment of Class Members. Additionally, Defendants failed to pay premium wages owed for unprovided rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

20. Additionally, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Class Members to incur business expenses in the course of performing their required job duties for Defendants including for tools such as scissors and pliers. Upon information and belief, Class Members incurred similar costs. These expenses incurred by Class Members were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Class Members for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

21. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

22. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

23. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to authorize and permit Class Members to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

g. Subclass 7: Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required

1 by California wage-and-hour laws.

2 i. Subclass 9. Expense Reimbursement Subclass. All Class Members who incurred
3 necessary and reasonable expenses in connection with performing their job duties for Defendant
4 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

5 j. Subclass 10. UCL Subclass. All Class Members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 24. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 25. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
15 in a practice whereby Defendants failed to correctly calculate compensation for the time worked
16 by Class Members, even though Defendants enjoyed the benefit of this work, required Class
17 Members to perform this work and permitted or suffered to permit this work. Defendants have
18 uniformly denied these Class Members wages to which these employees are entitled and failed to
19 authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

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

23 **A. Numerosity**

24 27. The potential members of the class as defined are so numerous that joinder of all
25 the member of the class is impracticable. While the precise number of class member has not been
26 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
27 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
28 the State of California.

28. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class Members.

B. Commonality

29. There are questions of law and fact common to the Class that predominates over any questions affecting only individual Class Members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Class Members to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- l. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*
- o. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

1 **C. Typicality**

2 30. The claims of the named plaintiff is typical of those of Class Members. The Class
3 Members all sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 31. Plaintiff will fairly and adequately represent and protect the interest of the Class
8 Members. Counsel who represents Class Members are experienced and competent in litigating
9 employment class actions.

10 **E. Superiority of Class Action**

11 32. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
13 questions of law and fact common to all Class Members predominate over any questions affecting
14 only individual Class Members. Each Class Member has been damaged and is entitled to recovery
15 by reason of Defendants' illegal policies or practices of failing to compensate Class Members
16 properly.

17 33. As to the issues raised in this case, a class action is superior to all other methods for
18 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
19 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
20 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
21 be relatively small, the expense and burden of individual actions makes it difficult for the Class
22 Members to individually redress the wrongs they have suffered. Moreover, in the event
23 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
24 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
25 managing this case as a class action, and proceeding on a class-wide basis will permit Class
26 Members to vindicate their rights for violations they endured which they would otherwise be
27 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
28 them.

1 34. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
4 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
5 set forth the subject and nature of the instant action. The Defendants' own business records can be
6 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
7 that any further notice is required additional media and/or mailings can be used.

8 35. Defendants, as prospective and actual employers of the Class Members, had a
9 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
10 Defendants' pay practices, policies and working conditions imposed upon Class Members as well
11 as the effect of any alleged arbitration agreements that may have been forced upon them. In
12 addition, Defendants knew they possessed special knowledge about pay practices and policies,
13 most notably intentionally refusing to pay for all hours actually worked which should have been
14 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
15 and policies and practices on Class Members.

16 36. Class Members did not discover the fact that they were entitled to all pay under the
17 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
18 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
19 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
20 preventing such practices from continuing. As a result, the applicable statutes of limitation were
21 tolled until such time as Plaintiff and the Class Members discovered their claims.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(Against All Defendants)**

25 37. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 38. Defendants failed to pay Class Members minimum wages for all hours worked.
28 Defendants had a consistent policy of misstating Class Members' time records and failing to pay

1 Class Members for all hours worked. Class Members would work hours and not receive wages,
2 including as alleged above in connection with off the clock work and unlawful rounding of hours.
3 Defendants, and each of them, have intentionally and improperly changed, adjusted and/or
4 modified the hours of Class Members, which resulted in off the clock work and underpayment of
5 all wages owed to Class Members over a period of time, while benefiting Defendants. During the
6 relevant time period, Defendants thus regularly failed to pay minimum wages to Class Members,
7 to their detriment. Additionally, Defendants had a consistent policy of failing to pay Class
8 Members for hours worked during alleged rest periods for which Class Members were consistently
9 denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices
10 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
11 uniform policy and practice that denied accurate compensation to Class Members as to minimum
12 wage pay.

13 39. In California, employees must be paid at least the then applicable state minimum
14 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
15 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
16 timely pay its employees for all hours worked. Defendants failed to do so.

17 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
18 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
19 employees, and the payment of a less wage than the minimum so fixed is unlawful."

20 41. The applicable minimum wages fixed by the commission for work during the
21 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

22 42. The minimum wage provisions of California Labor Code are enforceable by private
23 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
24 work for a lesser wage, any employee receiving less than the legal minimum wage... applicable to
25 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
26 minimum wage... including interest thereon, reasonable attorney's fees and costs of suit."

27 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
28 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,

1 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
2 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
3 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
4 be used as a credit against a minimum wage obligation.

5 44. In committing these violations of the California Labor Code, Defendants
6 inaccurately recorded, or required Class Members to input times that did not reflect their actual
7 hours worked, or calculated the correct time worked and consequently underpaid the actual time
8 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all
9 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
10 Commission requirements and other applicable laws and regulations. As a result of these
11 violations, Defendant also failed to timely pay all wages earned in accordance with California
12 Labor Code § 1194.

13 45. California Labor Code § 1194.2 also provides for the following remedies: “In any
14 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
15 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

17 46. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
18 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
19 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
20 employee minimum wages.

21 47. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
22 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

23 48. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

26 49. Wherefore, Class Members are entitled to recover the unpaid minimum wages
27 (including double minimum wages), liquidated damages in an amount equal to the minimum
28 wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant

1 to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
2 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
3 assessment of any statutory penalties against Defendants, in a sum as provided by the California
4 Labor Code, including § 558, and/or other applicable statutes.

5 **SECOND CAUSE OF ACTION**

6 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 51. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
11 provide that employers must authorize and permit all employees to take rest periods at the rate of
12 ten (10) minutes net rest time per four (4) work hours.

13 52. Class Members consistently worked consecutive four (4) hour shifts and were
14 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
15 authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC
16 Wage Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for
17 each consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely
18 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants
19 placed their needs over Class Members lawful rest breaks and this resulted in Class Members
20 consistently having to work through their scheduled rest breaks because the demands of the job
21 would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break.
22 Thus, Class Members were consistently denied of their rest breaks.

23 53. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
24 provide that if an employer fails to provide an employee rest period in accordance with this
25 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
26 compensation for each workday that the rest period is not provided.

27 54. Defendants, and each of them, have therefore intentionally and improperly denied
28 rest periods to Class Members in violation of Labor Code §§ 226.7 and paragraph 12 of the

1 applicable IWC Wage Orders.

2 55. Defendants failed to authorize and permit Class Members to take rest periods, as
3 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
4 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
5 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

6 56. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
7 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
8 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
9 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
10 of them, in a sum as provided by the Labor Code and/or other statutes.

11 **THIRD CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

14 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 58. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings,
18 total hours worked, and the corresponding number of hours worked at each hourly rate; these
19 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
20 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
21 statements may be given to the employee separately from the payment of wages; in either case the
22 employer must give the employee these statements twice a month or each time wages are paid.

23 59. Defendants failed to provide Class Members with accurate itemized wage
24 statements in writing, as required by the Labor Code. Specifically, the wage statements given to
25 Class Members failed to accurately account for unpaid wages because Defendants had unlawfully
26 rounded time entries to the detriment of the Class Members and their actual hours worked were
27 under-reported due to off the clock work. Additionally, the wage statements given to Class
28 Members failed to accurately account for premium pay for deficiently provided rest breaks.

1 60. Throughout the liability period, Defendants intentionally failed to furnish to Class
2 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
3 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
4 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
5 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
6 only the last four digits of his or her social security number or an employee identification number
7 other than a social security number, (8) the name and address of the legal entity that is the
8 employer and (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226,
10 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
11 Class Members with such timely and accurate wage and hour statements.

12 61. Class Members suffered injury as a result of Defendants' knowing and intentional
13 failure to provide them with the accurate wage and hour statements as required by law and are
14 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
15 Defendants have failed to provide wage statements with accurate and complete information as
16 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class
17 Members cannot promptly and easily determine from the wage statement alone one or more of the
18 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
19 period or any of the other information required to be provided on the itemized wage statement
20 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the
21 employer made from gross wages to determine the net wages paid to the employee during the pay
22 period, (iii) The name and address of the employer and, (iv) The name of the employee and only
23 the last four digits of his or her social security number or an employee identification number other
24 than a social security number. For purposes of Labor Code § 226(e) "promptly and easily
25 determine" means a reasonable person [i.e. an objective standard] would be able to readily
26 ascertain the information without reference to other documents or information.

27 62. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
28 § 226(a), Class Members suffered injuries, including among other things confusion over whether

1 they received all wages owed them, the difficulty and expense involved in reconstructing pay
2 records, and forcing them to make mathematical computations to analyze whether the wages paid
3 in fact compensated them correctly for all hours worked.

4 63. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
5 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
7 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
8 penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and
9 reasonable attorneys' fees.

10 **FOURTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 65. Numerous Class Members are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 66. Defendants failed to pay these Class Members all wages due and certain at the time
18 of termination or within seventy-two (72) hours of resignation.

19 67. The wages withheld from these Class Members by Defendants remained due and
20 owing for more than thirty (30) days from the date of separation from employment.

21 68. Defendants failed to pay Class Members without abatement, all wages as defined
22 by applicable California law. Specifically, Class Members were not paid all regular wages because
23 Defendants failed to pay for all hours worked, required off the clock work and unlawfully rounded
24 time entries to the detriment of Class Members. Additionally, Defendants failed to pay premium
25 wages owed for unprovided rest periods, as further detailed in this Complaint. Defendants' failure
26 to pay said wages within the required time was willful within the meaning of Labor Code § 203.

27 69. Defendants' failure to pay wages, as alleged entitles these Class Members to
28 penalties under Labor Code § 203, which provides that an employee's wages shall continue until

1 paid for up to thirty (30) days from the date they were due.

2 **FIFTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 204**
4 **(Against All Defendants)**

5 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 71. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
8 employment are due and payable twice during each calendar month, on days designated in
9 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
10 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
11 during which the labor was performed, and labor performed between the 16th and the last day,
12 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
13 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
14 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
15 calendar days following the close of the payroll period.” As detailed above, Defendants
16 maintained a consistently applied policy and practice of not paying all wages earned between the
17 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
18 between the 16th and the last day of the month between the 1st and 10th day of the following month.
19 Defendants similarly failed to pay all wages earned by not more than seven calendar days
20 following the close of the payroll period. These failures all arose from either Defendants’ failure to
21 pay for all hours worked or failure to pay all earned commission wages.

22 72. Defendants thus violated Labor Code § 204 by systematically refusing to pay
23 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
24 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
25 payday for the period involved, not less than the applicable minimum wage for all hours worked in
26 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is
28 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for

1 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
2 penalties under paragraph 20 of the applicable IWC Wage Orders.

3 73. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
4 represent they have been deprived of wages in amounts to be determined at trial, and they are
5 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
6 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
7 applicable IWC Wage Orders.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
10 **AND 1174.5**

11 **(Against All Defendants)**

12 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 75. California Labor Code § 1174 requires that all employers shall keep accurate time
15 and wage records for all employees. California Labor Code § 1174.5 further requires that any
16 employee suffering injury due to a willful violation of the aforementioned obligations may seek
17 damages, including civil penalties, from the employer.

18 76. During the course of Plaintiff's and Class Members' employment, Defendants
19 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
20 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
21 wages and premium pay as discussed above.

22 77. Accordingly, Defendants are liable for civil penalties pursuant to the California
23 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

24 **SEVENTH CAUSE OF ACTION**

25 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**
26 **(Against All Defendants)**

27 78. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in
28 full herein.

1 79. Under Labor Code § 2802(a) an employer must indemnify its employees for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
3 of his or her duties, or of his or her obedience to the directions of the employer.

4 80. Defendants have regularly required Class Members to incur business expenses in
5 the course of performing their required job duties for Defendants including for tools such as
6 scissors and pliers. These expenses incurred by Class Members were necessary and required of
7 them in performing their assigned job duties, but Defendants failed to reimburse Class Members
8 for all such necessary expenditures. Class Members were not reimbursed for those lawful and
9 necessary work related expenses or losses incurred in direct discharge of their job duties during
10 employment with Defendants and at the direction of the Defendants pursuant to Labor Code §
11 2802(a) and the applicable IWC Wage Orders, paragraph 9.

12 81. As a result of the unlawful acts of Defendants, Class Members have been deprived
13 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such
14 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

15 **EIGHTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

17 **(Against All Defendants)**

18 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 83. Plaintiff, on behalf of herself, Class Members, and the general public, brings this
21 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
22 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
23 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
24 interest within the meaning of Code of Civil Procedure § 1021.5.

25 84. Plaintiff is a "person" within the meaning of Business & Professions Code
26 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
27 relief, restitution, and other appropriate equitable relief.

28 85. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair

1 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
2 fraudulent in that Defendants' policy and practice failed to provide the required amount of
3 compensation for missed rest breaks, and failed to adequately compensate Class Members for all
4 hours worked, due to systematic business practices as alleged herein that cannot be justified,
5 pursuant to the applicable California Labor Code and Industrial Welfare Commission
6 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for
7 which this Court should issue injunctive and equitable relief, pursuant to California Business &
8 Professions Code § 17203, including restitution of wages wrongfully withheld.

9 86. Wage-and-hour laws express fundamental public policies. Paying employees their
10 wages, providing them with rest breaks, etc., are fundamental public policies of California. Labor
11 Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor
12 standards, to ensure that employees are not required or permitted to work under substandard and
13 unlawful conditions, and to protect law-abiding employers and their employees from competitors
14 who lower costs to themselves by failing to comply with minimum labor standards.

15 87. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
19 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 88. Defendants' conduct, as alleged above, constitutes unfair competition in violation
22 of the Business & Professions Code § 17200 *et seq.*

23 89. Defendants, by engaging in the conduct herein alleged, by failing to pay wages,
24 failing to provide rest breaks, etc., either knew or in the exercise of reasonable care should have
25 known that their conduct was unlawful; therefore their conduct violates the Business &
26 Professions Code § 17200 *et seq.*

27 90. By the conduct alleged herein, Defendants have engaged and continue to engage in
28 a business practice which violates California and federal law, including but not limited to, the

1 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
2 Code including Sections 203, 204, 226, 226.7, 1194, 1197, and 1198, for which this Court should
3 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
4 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
5 competition, including restitution of wages wrongfully withheld.

6 91. As a proximate result of the above-mentioned acts of Defendants, Class Members
7 have been damaged, in a sum to be proven at trial.

8 92. Unless restrained by this Court Defendants will continue to engage in such
9 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
10 should make such orders or judgments, including the appointment of a receiver, as may be
11 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
12 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
13 disgorgement of such profits as may be necessary to restore Class Members to the money
14 Defendants have unlawfully failed to pay.

15 **NINTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

17 **(Against All Defendants)**

18 93. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 94. Plaintiff and the Employees in the Class are also aggrieved employees as defined
21 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
22 either were or are employed by the alleged violators, Defendants (“Aggrieved Employees”) during
23 the relevant time period.

24 95. In failing to pay Aggrieved Employees minimum wages, not providing proper rest
25 periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages
26 upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay
27 Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204.
28 Defendants also failed to maintain records showing accurate hours worked daily and the wages

1 paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the
2 applicable IWC Wage Orders.

3 96. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
4 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
5 including the penalty provisions, without limitation, based, inter alia, on the following California
6 Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 558, 558.1, 1174, 1174.5,
7 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and 2698 *et seq.*

8 97. More specifically, after complying with the notice procedures of Labor Code §
9 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
10 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
11 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
12 including as follows:

13 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
14 earned regular pay and minimum wages for regular hours worked under Labor Code §§ 226.2,
15 1194(a), 1197, and 1198, and paragraphs 2(K), 4(A), 4(B) and 20 of the applicable IWC Wage
16 Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor
17 Code §§ 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs
18 pursuant to Labor Code § 2699(g)(1);

19 (b) Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees
20 off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor
21 Code §§ 1198, and 226.7, and Sections 12(A), and 12(B) of the applicable IWC Wage Order(s)
22 seeking all civil and statutory penalties available and applicable, including under paragraph 20 of
23 the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 558, including sections
24 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
25 2699(g)(1);

26 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
27 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
28 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,

1 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
2 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
3 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
4 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
5 providing inaccurate wage statements and failing to maintain records as required under Labor
6 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
7 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
8 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
9 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
10 citation, ...";

11 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
12 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
13 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
14 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
15 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
16 § 2699(g)(1);

17 (e) Failure to Reimburse Necessary Business Expenses: For Defendants' failure to
18 reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1,
19 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking
20 civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802,
21 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees
22 and costs pursuant to Labor Code § 2699(g)(1);

23 (F) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
24 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
25 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
26 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
27 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
28 2699(g)(1).

1 98. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
2 seek the penalties and remedies set forth in Labor Code § 558, which states:

3 (a) Any employer or other person acting on behalf of an employer who violates, or
4 causes to be violated, a section of this chapter or any provision regulating hours and days of work
5 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
6 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
7 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
8 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
9 each pay period for which the employee was underpaid in addition to an amount sufficient to
10 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
11 employee.

12 (b) If upon inspection or investigation the Labor Commissioner determines that a
13 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
14 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
15 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
16 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
17 violation of this chapter shall be the same as those set out in Section 1197.1.

18 (c) The civil penalties provided for in this section are in addition to any other civil or
19 criminal penalty provided by law.
20

21 99. Plaintiff has exhausted her administrative remedies by sending a certified letter to
22 the LWDA and Defendants postmarked on **February __, 2023** addressing in detail the specific
23 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
24 to support the alleged violations and requested penalties. The LWDA has not provided notice of
25 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
26 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
27 herein and in the PAGA Notice letter and the original Complaint.
28

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
3. For compensatory damages in the amount of all unpaid wages, as may be proven;
4. For compensatory damages in the amount of the hourly wage made by Class
Members for each day requisite rest breaks were not provided or were deficiently provided where

no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

5. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;

6. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

7. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;

8. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 2802, as may be proven;

9. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

10. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

11. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

12. For other wages and penalties under the Labor Code as may be proven;

13. For all general, special, and incidental damages as may be proven;

14. For an award of pre-judgment and post-judgment interest;

15. For an award providing for the payment of the costs of this suit;

16. For an award of attorneys' fees; and

17. For such other and further relief as this Court may deem proper and just.

DATED: April 20, 2023

DAVID YEREMIAN ASSOCIATES, INC.

By: 
David Yeremian
Natalie Haritonian
Attorneys for Plaintiff ELISA
MALDONADO DE RAMIREZ, and all
others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: April 20, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

By: 
David Yeremian
Natalie Haritonian
Attorneys for Plaintiff ELISA
MALDONADO DE RAMIREZ, and all
others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2540 Foothill Blvd., Suite 201 La Crescenta, CA 91214.

Andy Levin
andy.levin@ogletree.com
OGLETREE DEAKINS
 2415 East Camelback Rd., Suite 800
 Phoenix, AZ 85016

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at La Crescenta, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 20, 2023, at La Crescenta, California.

Natalia Bermudes