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

MARIA L. YANEZ ZEPEDA, individually
and on behalf of others similarly situated,
and other aggrieved employees,

Plaintiff,

v.

TMI AUTOMOTIVE PRODUCTS INC.;
TMI PRODUCTS, INC.; IPC IMPORT
PARTS CONNECTION INC.; and DOES
1 through 50, inclusive,

Defendants.

Case No. CVRI 2305081

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

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. Failure to Reimburse Business Expenses;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Violations of the Unfair Competition Law; and
8. PAGA Civil Penalties (Labor Code § 2698 *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiff MARIA L. YANEZ ZEPEDA (“Plaintiff”), individually, on behalf of all others
2 similarly situated, other aggrieved employees, and the State of California brings this Class and
3 Representative Action Complaint (“Complaint”) against Defendants TMI AUTOMOTIVE
4 PRODUCTS INC.; TMI PRODUCTS, INC.; IPC IMPORT PARTS CONNECTION INC.; and
5 DOES 1-50 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with
6 respect to her own acts and on information and belief as to other matters as follows:

7 **INTRODUCTION**

8 1. Plaintiff brings this putative class action against Defendants, on behalf of herself
9 individually and a putative class of California citizens who are and were employed by Defendants
10 as non-exempt employees throughout California during the Class Period (collectively the “Class”
11 or “Class Members”). The term Class Period is defined as four (4) years prior to the filing of this
12 action to the date of class certification.

13 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
14 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
15 of herself individually and other aggrieved employees who are and were employed by Defendants
16 as non-exempt employees throughout California during the PAGA Period. The term PAGA
17 Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor
18 and Workforce Development Agency (“LWDA”) and Defendants, beginning July 21, 2022, until
19 judgment.

20 3. Defendants have engaged in a systematic pattern of wage and hour violations
21 under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and
22 California Business and Professions Code that have damaged Plaintiff and Class Members, and
23 contribute to Defendants’ deliberate unfair competition.

24 4. On information and belief, Defendants have violated and continue to violate state
25 wage and hour laws by, among other things:

- 26 a. failing to pay all wages (including minimum, regular, overtime, and double time
27 wages);
- 28 b. failing to provide lawful meal periods or compensation in lieu thereof;

- c. failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- d. failing to provide accurate itemized wage statements;
- e. failing to pay all wages due upon separation of employment; and
- f. failing to reimburse business expenses.

5. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code sections 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

JURISDICTION AND VENUE

6. This is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA. 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.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. 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.

8. This Court has general or specific personal jurisdiction over all Defendants.

9. Venue is proper in this County under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this County, and the acts and omissions alleged herein took place in this County.

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PARTIES

10. Plaintiff MARIA L. YANEZ ZEPEDA is an individual residing in California. Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked for Defendants as a packager and her job duties included general labor and packing.

11. Defendant TMI AUTOMOTIVE PRODUCTS INC. is a California corporation doing business throughout the state of California and provides automobile services throughout Southern California, including Riverside County. TMI AUTOMOTIVE PRODUCTS INC. is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of TMI AUTOMOTIVE PRODUCTS INC. that are complained of by way of this Complaint were implemented during the Class Period.

12. Defendant TMI PRODUCTS, INC. is a California corporation doing business throughout the state of California and provides automobile services throughout Southern California, including Riverside County. TMI PRODUCTS, INC. is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of TMI PRODUCTS, INC. that are complained of by way of this Complaint were implemented during the Class Period.

13. Defendant IPC IMPORT PARTS CONNECTION INC. is a California corporation doing business throughout the state of California and provides automobile services throughout Southern California, including Riverside County. IPC IMPORT PARTS CONNECTION INC. is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of IPC IMPORT PARTS CONNECTION INC. that are complained of by way of this Complaint were implemented during the Class Period.

14. Plaintiff is informed, believes and on that basis alleges, that at all relevant times mentioned in this Complaint, Defendants were and are employers and/or joint employers of

1 Plaintiff and Plaintiff and Class Members as defined in and subject to the Labor Code and IWC
2 Wage Orders.

3 15. Defendant Does 1 through 50, are sued under fictitious names pursuant to Code of
4 Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint in the
5 event such names and identities are ascertained. Plaintiff is informed and believes, and on that
6 basis alleges, that each of the fictitiously named defendants is and/or was responsible in some
7 manner for, gave consent to, ratified, and/or authorized the conduct alleged herein, thereby
8 causing damage to Plaintiff and Class Members. At all relevant times mentioned in this
9 Complaint, all defendants acted as agents of all other defendants in committing the acts alleged in
10 this Complaint.

11 16. On information and belief, Plaintiff alleges that each defendant directly or
12 indirectly, through agents or other persons or entities, employed and/or exercised control over the
13 wages, hours and working conditions of Plaintiff and Class Members. Plaintiff further alleges that
14 each defendant acted in all respects pertinent to this action as the agent of the other defendants,
15 carried out in a joint scheme, plan or policy, such that that the acts of each defendant are legally
16 attributable to all other defendants. Plaintiff is informed and believes, and on that basis alleges,
17 that Defendants are alter egos of each other and in all respects acted as the employers and/or joint
18 employers of Plaintiff and Class Members.

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

21 **CLASS ALLEGATIONS**

22 18. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382
23 on behalf of herself and all others similarly situated who were injured by Defendants' violations
24 of the Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders
25 during the Class Period.

26 19. Plaintiff's proposed Class consists of and is defined as follows:

27 Class

28 All current and former non-exempt employees employed by Defendants in the

1 State of California within four (4) years prior to the commencement of this action
2 to the date of class certification.

3 20. Plaintiff also seeks to certify the following Subclass:

4 Waiting Time Subclass

5 All Class Members who separated from their employment with Defendants at any
6 time within three years prior to the filing of this action to the date of class
7 certification (“Subclass” or “Waiting Time Subclass”).

8 21. Members of the Class and Subclass described above will be collectively referred to
9 as “Class Members.”

10 22. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
11 additional subclasses, or modify or re-define any class or subclass definition as appropriate based
12 on investigation, discovery, and specific theories of liability.

13 23. There is a well-defined community of interest in this litigation and the proposed
14 Class and Subclass are readily ascertainable.

15 24. **Commonality:** This action has been brought and may properly be maintained as a
16 class action under the California Code of Civil Procedure section 382 because there are common
17 questions of law and fact as to the Class Members that predominate over any questions affecting
18 only individual members including, but not limited to, the following:

- 19 (a) Whether Defendants paid Plaintiff and Class Members all wages (including
20 minimum, regular, overtime, and double time wages) for all hours worked;
- 21 (b) Whether Defendants’ rounding policy and practice favored Defendants by
22 systematically undercompensating Plaintiff and Class Members;
- 23 (c) Whether Defendants included all remunerations when calculating Plaintiff’s and
24 Class Members’ regular rate of pay for purposes of paying overtime and double
25 time, meal and rest premiums, vacation pay, and sick pay;
- 26 (d) Whether Defendants provided Plaintiff and Class Members with compliant meal
27 periods or paid compensation in lieu thereof;
- 28 (e) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff

and Class Members or paid compensation in lieu thereof;

(f) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;

(g) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages due immediately upon termination or within 72 hours of resignation;

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

(i) Whether Defendants' conduct was willful or reckless; and

(j) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*

25. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff and Class Members accordingly. In addition, answers to common questions raised in this Complaint will advance resolution of each individual Class Member's claims.

26. **Numerosity:** The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than 100 individuals.

27. **Ascertainability:** The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

28. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

29. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests

of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

30. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

31. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the Complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

32. At all relevant times, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants continue to employ non-exempt employees within California.

33. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California wage and hour law, employment and personnel practices, and the requirements under California law.

1 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
3 had the financial ability to pay such compensation but willfully, knowingly and intentionally
4 failed to do so all in order to increase Defendants' profits.

5 35. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
6 pattern of wage and hour violations under the Labor Code and IWC Wage Orders. Defendants
7 committed the violations set forth in this Complaint against all Aggrieved Employees, continuing
8 through the present date. Defendants maintained non-compliant employment policies and
9 practices which were applied to Plaintiff and all other Aggrieved Employees.

10 36. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that
11 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
12 at least minimum wages, wages at their regular rate of pay, overtime wages, and double time
13 wages and that they were not receiving minimum, regular, overtime, and double time wages for
14 all work that was required to be performed. In violation of the Labor Code, Defendants failed to
15 pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and other Class
16 Members for all hours worked. During the Class Period, Plaintiff and other Class Members
17 regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per
18 workweek. Defendants failed to pay Class Members for all hours worked at the proper rates by
19 requiring Plaintiff and other Class Members to complete work-related tasks off the clock, such as
20 communicating with Defendants regarding work. Further, Defendants rounded Plaintiff's and
21 other Class Members' hours worked, thereby depriving them of compensation for time worked
22 during their shifts. Defendants' rounding practice systematically undercompensated Plaintiff and
23 other Class Members and favored Defendants rather than the employees. Defendants also failed
24 to include additional remunerations such as bonuses, commissions, and/or other incentive pay in
25 the regular rate of pay for purposes of paying overtime, meal and rest premiums, vacation pay, or
26 sick pay. As such, Defendants failed to pay Plaintiff and other Class Members minimum, regular,
27 overtime, and/or double time wages for all hours worked in violation of Labor Code sections 204,
28 206, 210, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 and the applicable Industrial

1 Welfare Commission (“IWC”) Wage Orders.

2 37. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges,
3 that Defendants knew or should have known that Plaintiff and Class Members were entitled to
4 receive a timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work,
5 or payment of one (1) additional hour of pay at their regular rate of pay when they did not receive
6 a compliant meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
7 Class Members did not receive compliant meal periods due to Defendants’ workload,
8 understaffing, and unlawful policies and practices. Specifically, Plaintiff and other Class
9 Members were on-duty during their meal periods and had their meal periods regularly interrupted.
10 For example, due to understaffing and Defendants’ fast-paced environment, Plaintiff and other
11 Class Members would often be required to work through their meal periods. Further, Defendants
12 rounded Plaintiff’s and Class Members’ meal periods. Defendants also failed to provide second
13 meal periods when Plaintiff and other Class Members worked over 10 hours. Despite the
14 aforementioned meal period violations, Defendants failed to compensate Plaintiff and other Class
15 Members with an additional hour of pay at their regular rate for every day in which they suffered
16 a meal period violation. Accordingly, Defendants violated Labor Code sections 226.7 and 512,
17 and the applicable IWC Wage Orders.

18 38. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges,
19 that Defendants knew or should have known that Plaintiff and Class Members were entitled to
20 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
21 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they
22 were not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage
23 Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks due to
24 Defendants’ understaffing, busy workload, and unlawful policies and practices as explained
25 above. Specifically, Plaintiff and other Class Members regularly had their rest breaks shortened,
26 interrupted, and/or missed altogether due to Defendants’ practice of understaffing, prioritizing
27 work demands over taking compliant breaks, and failing to implement a rest break policy.
28 Defendants also failed to adopt and implement a practice of providing third rest breaks when

1 Plaintiff and other Class Members worked over 10 hours. Notwithstanding the above rest break
2 violations, Defendants failed to compensate Plaintiff and other Class Members with an additional
3 hour of pay at their regular rate for every day in which they suffered a rest period violation.
4 Accordingly, Defendants violated Labor Code section 226.7 and the applicable IWC Wage
5 Orders.

6 39. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and
7 thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members
8 were entitled to reimbursements for their necessary work-related business expenses. In violation
9 of the Labor Code and IWC Wage Orders, Defendants failed to reimburse Plaintiff and other
10 Class Members for all necessary business expenses incurred for Defendants' benefit. For
11 example, Defendants required Plaintiff and other Class Members to use their personal cellular
12 phones for work purposes, such as communicating with Defendants' supervisors, without
13 reimbursement for a reasonable portion of their cellular phone bills. In addition, Plaintiff and
14 other Class Members were required to purchase personal protective equipment, including but not
15 limited to, masks, without any reimbursement. Accordingly, Defendants violated Labor Code
16 sections 2800 and 2802 and the applicable IWC Wage Orders.

17 40. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges,
18 that Defendants knew or should have known that Plaintiff and Class Members who separated
19 from their employment with Defendants during the statutory period were entitled to timely
20 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class
21 Members did not receive payment of all wages owed upon separation within the permissible time
22 period due to, *inter alia*, Defendants' failure to pay all wages, meal and rest period premiums, and
23 reimburse expenses to Plaintiff and Class Members. Thus, Defendants violated Labor Code
24 sections 201-203 and the applicable IWC Wage Orders.

25 41. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon
26 alleges that Defendants knew or should have known that Plaintiff and Class Members were
27 entitled to receive complete and accurate wage statements. In violation of the Labor Code and
28 IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate

1 wage statements that show all of the information required by Labor Code section 226, including,
2 but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly
3 rates in effect during the pay period, and the corresponding number of hours worked at each
4 hourly rate. As a result, Defendants violated Labor Code sections 226 and 226.3 and the
5 applicable IWC Wage Orders.

6 42. **Failure to Keep Accurate Records:** Plaintiff is informed and believes, and
7 thereon alleges, that Defendants knew or should have known that Defendants were required to
8 keep accurate records of the hours worked by Plaintiff and Class Members. In violation of the
9 California Labor Code, Defendants failed to maintain accurate records of hours worked by
10 Plaintiff and Class Members due to the unlawful practices mentioned above. Consequently,
11 Defendants violated Labor Code sections 1174 and 1174.5 and the applicable IWC Wage Orders.

12 43. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
13 described throughout this Complaint were willful.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES**

16 **(Against All Defendants)**

17 44. Plaintiff incorporates by reference the allegations in all paragraphs in this
18 Complaint as though fully set forth herein.

19 45. At all relevant times, Defendants had a duty to comply with Labor Code sections
20 204, 206, 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
21 applicable IWC Wage Orders and California Code of Regulations.

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

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

1 claimed.

2 48. Labor Code section 210 provides:

3 every person who fails to pay the wages of each employee as
4 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
5 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For
6 any initial violation, one hundred dollars (\$100) for each failure to
7 pay each employee. (2) For each subsequent violation, or any
8 willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25 percent of the amount
10 unlawfully withheld. (b) The penalty shall either be recovered by
11 the employee as a statutory penalty pursuant to Section 98 or by
12 the Labor Commissioner as a civil penalty through the issuance of
13 a citation or pursuant to Section 98.3.

14 49. Labor Code section 221 provides “[i]t shall be unlawful for any employer to
15 collect or receive from an employee any part of wages theretofore paid by said employer to said
16 employee.”

17 50. Labor Code section 223 provides “[w]here any statute or contract requires an
18 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
19 while purporting to pay the wage designated by statute or by contract.”

20 51. Labor Code section 224 prohibits any deduction from an employee’s wages which
21 is not either authorized by the employee in writing or permitted by law.

22 52. Labor Code section 246 requires employers to provide and allow employees to use
23 at least 24 hours, or three days, of paid sick leave per year.

24 53. Labor Code section 227.3 requires employers to pay terminated employees for
25 their unused paid vacation time at their final rate of pay.

26 54. At all times relevant, Labor Code section 510, and applicable sections of the
27 California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with
28 Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code
section 510 and applicable provisions of the California Code of Regulations and IWC Wage
Orders state that any work performed in excess of eight hours in a workday and/or 40 hours in a
workweek must be paid at one and one-half times the employee's regular rate of pay. Any work
performed in excess of 12 hours in a workday must be compensated at the rate of no less than
twice the regular rate of pay for an employee.

1 55. Labor Code section 558 provides “[a]ny employer or other person acting on behalf
2 of an employer who violates, or causes to be violated, a section of this chapter or any provision
3 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
4 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
5 underpaid employee for each pay period for which the employee was underpaid in addition to an
6 amount to recover underpaid wages. (2) For each subsequent violation, one hundred dollars
7 (\$100) for each underpaid employee for each pay period for which the employee was underpaid
8 in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
9 this section shall be paid to the affected employee.”

10 56. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
11 to all employees in California for all hours worked. Local minimum wage ordinances may
12 provide for higher minimum wage rates that must be paid to employees for all hours worked in
13 those locales where each local ordinance is in effect. Labor Code section 1197 affirms that it is
14 unlawful to pay less than the state or local minimum wage, whichever is higher, for any hour of
15 work.

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

20 58. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

22 59. Labor Code section 1197 provides that the minimum wage for employees fixed by
23 the commission is the minimum wage to be paid to the employees, and the payment of a less
24 wage than minimum so fixed is unlawful.

25 60. Labor Code section 1198 prohibits employers from employing for longer hours or
26 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as
27 otherwise set by the Labor Commissioner.

28 61. The failure to pay at least minimum wages to Plaintiff and Class Members for each

1 and every hour worked violates Labor Code sections 1812.11-1812.12, 1194, 1194.2, and 1197;
2 the applicable IWC wage order section 4; and Business & Professions Code.

3 62. The failure to pay designated wages to Plaintiff and Class Members for each and
4 every hour worked violates Labor Code sections 221 and 223; the applicable IWC wage order
5 section 3; and Business & Professions Code.

6 63. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
7 Plaintiff and Class Members regularly worked more than eight (8), 10, and/or 12 hours per
8 workday, and/or more than 40 hours per workweek.

9 64. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
10 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
11 minimum, regular, overtime, and double time wages as well as earned commissions), due to
12 Defendants' practices of failing to pay wages for all hours worked, unlawfully rounding time
13 worked, requiring off-the-clock work including during purported meal periods, failing to pay the
14 proper rate of pay, and failing to pay earned commissions, among other things.

15 65. As a direct and proximate result of Defendants' unlawful conduct, as set forth
16 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including
17 loss of earnings from minimum, regular, and overtime, and double time compensation due, in an
18 amount to be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to
19 statute.

20 66. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
21 conduct described herein, have committed an "intentional theft of wages in an amount greater
22 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
23 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
24 month period" within the meaning of California Penal Code section 487m. Specifically,
25 Defendants have intentionally deprived Plaintiff of wages, as defined in Labor Code section 200,
26 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
27 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
28 the employee under the law. Plaintiff is thus entitled to recover from Defendants treble damages

1 and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

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

4 **SECOND CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(Against All Defendants)**

7 68. Plaintiff incorporates by reference the allegations in all paragraphs in this
8 Complaint as though fully set forth herein.

9 69. At all relevant times, Defendants had a duty to comply with Labor Code sections
10 226.7 and 512, and the applicable IWC Wage Orders.

11 70. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
12 employing any person for a work period of more than 5 hours per day without providing the
13 employee with a meal period of not less than 30 minutes (commencing before the employee's
14 fifth hour of work), except that if the total work period per day is no more than 6 hours, the meal
15 period may be waived by mutual consent of the employer and employee. A second meal period of
16 not less than 30 minutes is required if an employee works more than 10 hours per day and must
17 begin before the employee's tenth hour of work, except if the total hours worked is no more than
18 12 hours, the second meal period may be waived by mutual consent of the employer and
19 employee, but only if the first meal period was not waived. An employer must relieve an
20 employee of all duties during meal periods.

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

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

1 compensation for each workday that the meal period is noncompliant.

2 73. During the relevant time period, Plaintiff and Class Members did not receive
3 compliant meal periods for working more than five (5) hours and/or 10 hours per day because
4 their meal periods were late, interrupted, short, missed, and/or on-duty.

5 74. During the relevant time period, Defendants failed to pay Plaintiff and Class
6 Members meal period premiums for noncompliant meal periods pursuant to Labor Code section
7 226.7(b) and the applicable IWC Wage Order.

8 75. As a result of Defendants' failure to provide compliant meal periods and pay meal
9 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and
10 Labor Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a
11 loss of wages and compensation.

12 76. Because Plaintiff and Class Members were and/or are entitled to such meal periods
13 or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount
14 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will
15 also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount
16 according to proof.

17 77. Under Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees
18 and costs from Defendants in an amount subject to proof and approved by the Court.

19 78. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
20 conduct described herein, have committed an "intentional theft of wages in an amount greater
21 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
22 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
23 month period" within the meaning of California Penal Code section 487m. Specifically,
24 Defendants have intentionally deprived Plaintiff of wages, as defined in Labor Code section 200,
25 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
26 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
27 the employee under the law. Plaintiff is informed, believes, and thereon alleges that meal period
28 premiums are wages, gratuities, benefits, or other compensation within the meaning of California

1 Penal Code section 487m. Plaintiff is thus entitled to recover from Defendants treble damages and
2 costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

3 **THIRD CAUSE OF ACTION**

4 **REST PERIOD VIOLATIONS**

5 **(Against All Defendants)**

6 79. Plaintiff incorporates by reference the allegations in all paragraphs in this
7 Complaint as though fully set forth herein.

8 80. At all relevant times, Defendants had a duty to comply with Labor Code section
9 226.7 and the applicable IWC Wage Orders.

10 81. The IWC Wage Orders require employers to authorize and permit all employees to
11 take 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

12 82. If an employer fails to provide an employee with a rest period in accordance with
13 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer
14 pay the employee one additional hour of pay at the employee's regular rate of compensation for
15 each workday that the rest period is noncompliant.

16 83. During the relevant time period, Defendants failed to provide compliant rest
17 breaks. Specifically, Plaintiff and Class Members had their rest breaks rounded, missed, short,
18 and/or on-duty. Consequently, Plaintiff and Class Members did not receive a 10-minute rest
19 period for every four (4) hours worked or major fraction thereof.

20 84. During the relevant time period, Defendants failed to pay Plaintiff and Class
21 Members rest period premiums for noncompliant rest periods pursuant to Labor Code section
22 226.7(b) and the applicable IWC Wage Order.

23 85. As a result of Defendants' failure to provide compliant rest periods and pay rest
24 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and
25 Labor Code sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a
26 loss of wages and compensation.

27 86. Because Plaintiff and Class Members were and/or are entitled to such rest periods
28 or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount

1 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will
2 also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount
3 according to proof.

4 87. Under Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees
5 and costs from Defendants in an amount subject to proof and approved by the Court.

6 88. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
7 conduct described herein, have committed an "intentional theft of wages in an amount greater
8 than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred
9 fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-
10 month period" within the meaning of California Penal Code section 487m. Specifically,
11 Defendants have intentionally deprived Plaintiff of wages, as defined in Labor Code section 200,
12 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
13 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
14 the employee under the law. Plaintiff is informed, believes, and thereon alleges that rest period
15 premiums are wages, gratuities, benefits, or other compensation within the meaning of California
16 Penal Code section 487m. Plaintiff is thus entitled to recover from Defendants treble damages and
17 costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(Against All Defendants)**

21 89. Plaintiff hereby re-alleges and incorporates by reference the allegations in all
22 paragraphs in this Complaint as though fully set forth herein.

23 90. At all relevant times, Defendants had a duty to comply with Labor Code
24 sections 2800 and 2802. Defendants failed to comply with these indemnification and
25 reimbursement requirements with respect to Plaintiff and Class Members.

26 91. Labor Code section 2800 requires employers to indemnify employees for losses
27 caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and
28 Class Members failed to request, demand, notify or otherwise seek reimbursement for their

1 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
2 Members due to their own negligence.

3 92. Labor Code section 2802(a) requires that employers indemnify and reimburse
4 employees for all business expenses, which are defined as all necessary expenditures or losses
5 incurred by the employee in direct consequence of the discharge of the employee's duties or
6 otherwise incurred based on the employee's obedience to the employer's directions. Labor Code
7 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
8 the date on which the employee incurred the necessary expenditure or loss. Labor Code
9 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
10 Code section 2802, to also recover attorneys' fees and costs.

11 93. During the relevant time period, Defendants required Plaintiff and Class Members
12 to use their cell phones without reimbursement. In addition, Plaintiff and other Class Members
13 were required to purchase personal protective equipment, without any reimbursement.

14 94. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
15 Members for all business and work-related costs, expenditures, losses and expenses in accordance
16 with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the
17 full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and
18 statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 **(Against All Defendants)**

22 95. Plaintiff incorporates by reference the allegations in all paragraphs in this
23 Complaint as though fully set forth herein.

24 96. At all relevant times, Defendants had a duty to comply with Labor Code
25 section 226.

26 97. Labor Code section 226(a) requires that, semimonthly or at the time of each
27 payment of wages, employers must furnish each employee with an accurate itemized wage
28 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,
3 (7) the name and last four digits or employment identification number of the employee, (8) the
4 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
5 effect and the corresponding number of hours worked at each hourly rate.

6 98. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result
7 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 99. During the relevant time period, Defendants have knowingly and intentionally
12 failed to comply with Labor Code section 226(a) on wage statements that were provided to
13 Plaintiff and Class Members. The deficiencies include, among other things, Defendants' failure to
14 correctly state the gross and net wages earned, the total hours worked, all applicable hourly rates
15 in effect during the pay period, and the corresponding number of hours worked at each hourly
16 rate.

17 100. As a result of Defendants' violation of California Labor Code section 226(a),
18 Plaintiff and Class Members have suffered injury and damage to their statutorily protected rights.
19 Specifically, Plaintiff and Class Members have been injured by Defendants' intentional violation
20 of California Labor Code section 226(a) because they were denied both their legal right to
21 receive, and their protected interest in receiving, accurate itemized wage statements under
22 California Labor Code section 226(a). Plaintiff has had to file this lawsuit in order to determine
23 the extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost
24 time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
25 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
26 recover the underpayment of wages from Defendants.

27 101. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff
28 and Class Members from knowing, understanding and disputing the wages paid to them, and

1 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
2 knowing and intentional failure to comply with California Labor Code section 226(a), Plaintiff
3 and Class Members have suffered an injury, and the exact amount of damages and/or penalties is
4 all in an amount to be shown according to proof at trial.

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

8 **SIXTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES**

10 **(Against All Defendants)**

11 103. Plaintiff incorporates by reference the allegations in all paragraphs in this
12 Complaint as though fully set forth herein.

13 104. At all relevant times, Defendants had a duty to comply with Labor Code
14 sections 201, 202, and 203. Defendants failed to comply with these final paycheck requirements
15 with respect to Waiting Time Subclass Members.

16 105. Labor Code section 201 requires that if an employer discharges an employee, the
17 wages earned and unpaid at the time of discharge are due and payable immediately.

18 106. Labor Code section 202 requires that if "an employee not having a written contract
19 for a definite period" quits, the employee's wages shall become due and payable no later than
20 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
21 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 107. Labor Code section 203 provides that if an employer willfully fails to pay, without
23 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
24 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
25 an action therefor is commenced, but that the wages shall not continue for more than 30 days per
26 employee.

27 108. During the relevant time period, Defendants willfully failed to pay Waiting Time
28 Subclass Members all their earned wages upon termination including, but not limited to,

1 minimum, regular, overtime, and double time compensation, premium compensation, vacation
2 pay, and reimbursements either at the time of discharge or within 72 hours of leaving Defendants'
3 employ.

4 109. As a result of Defendants' failure to timely pay all wages owed to Waiting Time
5 Subclass Members in accordance with Labor Code sections 201, 202 and 203, Waiting Time
6 Subclass Members are entitled to recover waiting time penalties, prejudgment interest, attorneys'
7 fees, and costs in amounts that will be established at trial.

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(Against All Defendants)**

11 110. Plaintiff incorporates by reference the allegations in all paragraphs in this
12 Complaint as though fully set forth herein.

13 111. Defendants' conduct, as alleged herein, has been and continues to be unfair,
14 unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights
15 affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

16 112. Defendants' activities, as alleged herein, violate California law and constitute
17 unlawful business acts or practices in violation of California Business and Professions Code
18 sections 17200, et seq.

19 113. A violation of Business and Professions Code sections 17200, et seq. may be
20 predicated on the violation of any state or federal law.

21 114. Defendants' policies and practices have violated state law in at least the following
22 respects:

23 (a) Failing to pay all minimum, regular, overtime, and double time wages due to
24 Plaintiff and Class Members in violation of Labor Code sections 204, 206, 510,
25 1182.12, 1194, 1194.2, 1197, and 1198;

26 (b) Failing to provide meal periods without paying Plaintiff and Class Members
27 premium wages for every day in which a meal period was not provided in
28 violation of Labor Code sections 226.7 and 512;

- 1 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class
2 Members premium wages for every day in which a rest break was not authorized
3 or permitted in violation of Labor Code section 226.7;
- 4 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage
5 statements in violation of Labor Code section 226;
- 6 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass
7 Members upon separation of employment in violation of Labor Code sections 201,
8 202 and 203; and
- 9 (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses
10 in violation of Labor Code sections 2800 and 2802.

11 115. Defendants intentionally avoided paying Plaintiff and Class Members' wages and
12 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
13 undercut their competitors and establish and gain a greater foothold in the marketplace.

14 116. Pursuant to Business and Professions Code sections 17202, 17203, and 17208,
15 Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and
16 retained by Defendants during a period that commences four years prior to the filing of this
17 action; an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other
18 applicable laws; and an award of costs.

19 117. Plaintiff and Class Members are entitled to an injunction, restitution, and other
20 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
21 Members have an ownership interest and to prevent future damage pursuant to Business and
22 Professions Code sections 17200 *et seq.*

23 **EIGHTH CAUSE OF ACTION**

24 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

25 **(Against All Defendants)**

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

28 119. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under

1 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged
2 to have been violated, and after receiving notice from the LWDA of its intention not to
3 investigate or after 65 days have passed without notice from the LWDA.

4 120. On July 21, 2023, Plaintiff gave written notice of the specified provisions alleged
5 to have been violated, including the facts and theories to support the alleged violations, as
6 required by Labor Code section 2699.3. This written notice was provided via certified mail to
7 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
8 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to
9 the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural
10 requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a
11 claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

12 121. Under Labor Code section 2699(a), any provision of the Labor Code that provides
13 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
14 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
15 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
16 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

17 122. For all provisions of the Labor Code except those for which a civil penalty is
18 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
19 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
20 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
21 pay period in which Defendants violated these provisions of the Labor Code.

22 123. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
23 penalties for any alleged violation of the following provisions: subdivision (k) of section 96,
24 sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2,
25 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of section 213, sections 221, 222,
26 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of section 226,
27 sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c)
28 of section 232, subdivision (c) of section 232.5, sections 233, 234, 351, 353, and 403, subdivision

(b) of section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5, sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of section 2673.1, sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of section 2929, and sections 3073.6, 6310, 6311, and 6399.7.

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

(a) Violation of Labor Code sections 201-204, 206, 210, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay, and earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment;

(b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed meal periods;

(c) Violation of Labor Code section 226.7 for failure to permit rest breaks to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

(d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and/or other Aggrieved Employees;

(e) Violation of Labor Code sections 226, 226.3, 1174, and 1174.5 for failure to calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved

1 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other
2 Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of
3 employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the
4 Healthy Workplaces, Healthy Families Act of 2014;

5 (f) Violation of Labor Code sections 227.3 for failure to provide to Plaintiff
6 and/or Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or
7 Aggrieved Employees vested vacation wages;

8 (g) Violation of Labor Code sections 221 and 223 for secretly paying Plaintiff
9 and/or Aggrieved Employees less than the statutory or contractual rate;

10 (h) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
11 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

12 (i) Violation of Labor Code sections 2800 and 2802 for failure to reimburse
13 business expenses to Plaintiff and other Aggrieved Employees; and

14 (j) Violation of Labor Code section 1199 for the foregoing Labor Code
15 violations.

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

23 126. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare Commission
26 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
27 each underpaid employee for each pay period for which the employee was underpaid . . . (2) For
28 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay

1 period for which the employee was underpaid.”

2 127. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to
3 maintain accurate and complete payroll records showing the hours worked daily by and the wages
4 paid to employees.

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

14 129. As set forth above, Defendants have violated numerous provisions of the Labor
15 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
16 also seeks the civil penalties set forth in Labor Code sections 226.3, 226.8, 558, 1174.5, and
17 1197.1 for herself, the underpaid employees, and the State of California.

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

21 131. Plaintiff has exhausted the procedural requirements under Labor Code section
22 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself
23 and all other aggrieved employees under the PAGA.

24 132. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
25 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
26 cited above.

27 133. Plaintiff is also entitled to attorneys’ fees and costs.

28 **PRAYER FOR RELIEF**

1 Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
2 employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

3 1. For certification of this action as a class action, including certifying the Class and
4 Subclass alleged by Plaintiff;

5 2. For appointment of Plaintiff Maria L. Yanez Zepeda as the class representative;

6 3. For appointment of David Alami and Shaheen Anthony Etemadi of Alami Law
7 Group as class counsel for all purposes;

8 4. For compensatory damages in an amount according to proof at trial, including
9 interest;

10 5. For economic and/or special damages in an amount according to proof at trial,
11 including interest;

12 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
13 penalties, including interest;

14 7. For waiting time penalties under Labor Code section 203;

15 8. For liquidated damages under Labor Code section 1194.2;

16 9. For treble damages under Penal Code section 496(c) for violations of Penal Code
17 section 487m;

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

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

23 12. For an order requiring Defendants to restore and disgorge all funds to each
24 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
25 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
26 sections 17200, *et seq.*;

27 13. For prejudgment interest on all sums recovered pursuant to Labor Code
28 section 218.6 and Civil Code sections 3287 and 3289;

1 14. For post judgment interest on all amounts awarded to Plaintiff and Class Members
2 as provided by law;

3 15. For recovery of attorneys' fees and costs provided by Labor Code sections 218.5,
4 226, 1194, 2802, 2698 *et seq.*, and Code of Civil Procedure section 1021.5;

5 16. For PAGA penalties; and

6 17. For such other relief as the Court deems just and proper.

7
8 Dated: September 26, 2023

ALAMI LAW GROUP

9
10 By: 

David Alami

Shaheen Anthony Etemadi

Attorneys for Plaintiff MARIA L. YANEZ ZEPEDA
11
12

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a trial by jury on all issues so triable.
15

16 Dated: September 26, 2023

ALAMI LAW GROUP

17
18 By: 

David Alami

Shaheen Anthony Etemadi

Attorneys for Plaintiff MARIA L. YANEZ ZEPEDA
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