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9 Attorneys for Plaintiff GLENDA MATEO GARCIA

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF ALAMEDA**

12 GLENDA MATEO GARCIA, an individual, on
13 behalf of herself and others similarly situated,

14 Plaintiff,

15 vs.

16 KNT MANUFACTURING; KEITH T. NGO;
17 and DOES 1 through 50, inclusive,

18 Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
09/26/2023

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

Case No. 23CV039191

Assigned for all purposes to:
Hon. Evelio Grillo, Dept. 21

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

DEMAND FOR JURY TRIAL

Action Filed: July 21, 2023
Trial Date: None set

1 Plaintiff GLENDA MATEO GARCIA (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants KNT MANUFACTURING; KEITH T. NGO; and DOES 1
4 through 50, inclusive (collectively, “Defendants”), and alleges as follows:

5 **INTRODUCTION**

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

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

17 3. This proposed class and representative action seeks, *inter alia*, unpaid wages (including
18 minimum, regular, and overtime wages), compensation for non-compliant meal periods and rest
19 breaks, waiting time penalties, civil penalties, itemized wage statement penalties, business expense
20 reimbursements, liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiff’s action
21 is brought under, *inter alia*, the California Industrial Welfare Commission (“IWC”) Wage Orders and
22 applicable provisions of the California Code of Regulations, California Business & Professions Code
23 sections 17200 *et seq.*, California Civil Code section 3289, California Code of Civil Procedure section
24 1021.5, and California Labor Code (“Labor Code”) sections 201-204, 206, 210, 218.6, 226, 226.3,
25 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
26 1199, 2698 *et seq.*, 2800, and 2802.

27 4. Under the California Unfair Competition Law, Business and Professions Code
28 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,

1 Plaintiff, on behalf of herself and the proposed Class, seeks declaratory relief, injunctive relief, and
2 restitution of all benefits Defendants have received from their employees due to their unlawful
3 business practices, including but not limited to, their failure to timely provide minimum, regular, and
4 overtime compensation due for all hours worked, failure to reimburse business expenses, failure to
5 provide compliant meal periods and rest breaks to their employees or compensation in lieu thereof,
6 and failure to provide accurate itemized wage statements.

7 **JURISDICTION AND VENUE**

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

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

25 7. Venue in Alameda County is proper under California Business & Professions Code
26 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
27 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
28 had and have ongoing projects in this County, Defendants conduct substantial business in this County,

1 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
2 offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction
3 of this Court.

4 **PARTIES**

5 8. Plaintiff is a California citizen. Defendants employed Plaintiff as a non-exempt
6 employee during the Class Period in the State of California. Plaintiff's job duties included, *inter alia*,
7 filing and sanding down metal and other parts, cutting and shaping materials, and sorting items.

8 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
9 KNT MANUFACTURING ("KNT") is an unknown entity doing business in the State of California,
10 with its principal place of business in Alameda County. Plaintiff is informed, believes, and thereon
11 alleges that, KNT owns and operates a manufacturing company that manufactures machined
12 components for various high technology industries. Plaintiff is further informed, believes and thereon
13 alleges that, at all relevant times, KNT regularly conducted and conducts business within the State of
14 California and derives substantial revenues from services performed in California. Plaintiff is
15 informed, believes and thereon alleges that, at all relevant times, KNT was and is an employer subject
16 to California state wage and hour laws.

17 10. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
18 KEITH T. NGO ("Mr. Ngo") is an individual and California citizen doing business as KNT
19 Manufacturing in Alameda County, California. Plaintiff is informed, believes, and thereon alleges that,
20 Mr. Ngo owns and operates a manufacturing company that manufactures machined components for
21 various high technology industries. Plaintiff is further informed, believes and thereon alleges that, at
22 all relevant times, Mr. Ngo regularly conducted and conducts business within the State of California
23 and derives substantial revenues from services performed in California. Plaintiff is informed, believes
24 and thereon alleges that, at all relevant times, Mr. Ngo was and is an employer subject to California
25 state wage and hour laws. In addition, Plaintiff is informed and believes, and thereon alleges, that Mr.
26 Ngo is the owner of Defendant KNT. Plaintiff is informed and believes, and thereon alleges, that at all
27 relevant times herein, Mr. Ngo was involved in the day-to-day operations of KNT's facilities and
28 worksites, including hiring, firing, and disciplining employees; enforcing company rules, policies, and

1 practices; working directly at KNT's worksites; and meeting and communicating with employees,
2 among other things. Consequently, Mr. Ngo violated or caused to be violated the Industrial Welfare
3 Commission ("IWC") Wage Order provisions regulating minimum wages or hours and days of work,
4 as well as Labor Code Sections 203, 204, 226, 226.7, 1194, 1197, and 2802 as explained below. Thus,
5 Mr. Ngo is personally liable for the Labor Code and IWC Wage Order violations pursuant to Labor
6 Code Section 558.1.

7 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
8 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
9 whose employees were and are engaged throughout this County and the State of California.

10 12. Defendants continue to employ non-exempt employees within California.

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

21 14. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
22 defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out
23 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
24 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
25 employer and/or joint employer of Plaintiff and the Class Members.

26 15. Plaintiff is informed, believes and thereon alleges that defendants, each and all of them,
27 at all times material hereto, were the joint employers, parent companies, successor companies,
28 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,

1 representatives, and/or co-conspirators of each of the remaining defendants. Defendants, unless
2 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
3 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
4 alleged.

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

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

20 **CLASS ALLEGATIONS AND FACTUAL BACKGROUND**

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

23 Class

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

27 19. The Class is also comprised of the following Subclass:

28 Waiting Time Subclass

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

4 20. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765,
5 to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
6 specificity and/or further division into subclasses or limitation to particular issues based on further
7 investigation and discovery.

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

13 22. Through this action, Plaintiff alleges Defendants have consistently maintained and
14 enforced against Plaintiff and Class Members unlawful employment practices and policies which
15 violate the Labor Code and IWC Wage Orders.

16 23. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
17 Defendants failed to pay Plaintiff and Class Members minimum, regular, and/or overtime wages for
18 all hours worked at the legally mandated rates. During the Class Period, Plaintiff and other Class
19 Members regularly worked more than eight (8) hours per workday and/or over 40 hours per workweek.
20 Defendants failed to pay Plaintiff and Class Members for all hours worked by unfairly rounding time
21 to Defendants' advantage. Defendants also failed to pay for all hours worked, including during meal
22 periods that were missed by Plaintiff and Class Members and that were automatically deducted from
23 their timekeeping records by Defendants. Defendants further failed to compensate for donning and
24 doffing time to Plaintiff and Class Members. In addition, Defendants failed to include all
25 remunerations such as shift differentials and/or other incentive pay when calculating Plaintiff's and
26 Class Members' regular rate of pay for purposes of paying overtime, double time, meal and rest
27 premiums, vacation pay, and sick pay. Defendants also failed to provide sick pay and compensate all
28 paid-time-off. As such, Defendants failed to pay Plaintiff and other Class Members all minimum,

1 regular, and/or overtime wages for all hours worked in violation of the Labor Code and applicable
2 IWC Wage Orders.

3 24. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
4 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
5 intervals to Plaintiff and other Class Members as required by Labor Code section 512 and section 11
6 of the applicable Wage Order. Specifically, Plaintiff and Class Members were required to spend
7 several minutes of their meal periods walking to Defendants' timekeeping machines and waiting in
8 line to clock out or back in from lunch (e.g., 5-6 minutes) thereby shortening their meal periods to less
9 than 30 minutes. Defendants also auto-deducted 30-minute meal periods even when Plaintiff and other
10 Class Members were not provided with meal periods, and rounded meal periods in violation of
11 California law. Defendants also restricted Plaintiff's and Class Members' meal periods to the worksite.
12 Further, meal periods were regularly interrupted, missed, and/or late due to Defendants' understaffing
13 and work demands. In addition, Defendants failed to provide second meal periods when Plaintiff and
14 Class Members worked in excess of 10 hours per workday. Accordingly, Defendants failed to provide
15 Plaintiff and Class Members with timely, uninterrupted off-duty meal periods for at least 30 minutes
16 when they worked more than five (5) hours in a workday, and failed to compensate Plaintiff and Class
17 Members with an additional hour of pay at their regular rate of pay for every day in which they were
18 denied a compliant meal period in violation of the Labor Code and applicable IWC Wage Orders.

19 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
20 Defendants failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked
21 or major fraction thereof. Specifically, Defendants failed to provide rest breaks to Plaintiff and Class
22 Members due to its understaffing and work demands as mentioned above. As such, Plaintiff and Class
23 Members regularly missed their rest breaks, had them restricted to the worksite, shortened, interrupted,
24 and/or missed altogether. In addition, Defendants failed to provide third rest breaks to Plaintiff and
25 Class Members when they worked in excess of 10 hours per workday. Defendants also required
26 Plaintiff and Class Members to end their rest breaks early (i.e., less than 10 minutes) so that they could
27 walk back to their workstations before the end of their 10 minute rest breaks. Notwithstanding the
28 above rest break violations, Defendants failed to compensate Plaintiff and Class Members with an

1 additional hour of pay at their regular rate for every day in which they suffered a rest period violation.
2 Accordingly, Defendants violated the Labor Code and the applicable IWC Wage Orders.

3 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
4 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
5 incurred for Defendants' benefit. For example, Plaintiff and Class Members were required to purchase
6 and/or separately maintain/laundry their heavily soiled work uniforms bearing Defendants' logo
7 without reimbursement. In addition, Plaintiff and Class Members were required to use their personal
8 cell phones to communicate with Defendants' management and employees regarding work (e.g., sent
9 picture messages of materials and other text messages) without reimbursement. Defendants also
10 required Class Members to purchase tools to perform their job duties without adequate reimbursement.
11 Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

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

18 28. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
19 Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements that
20 accurately reported, among other things, the gross and net wages earned, the total hours worked, all
21 applicable hourly rates in effect during the pay period, and the corresponding number of hours worked
22 at each hourly rate. As a result, Defendants violated the requirements of the Labor Code and applicable
23 IWC Wage Orders.

24 29. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
25 described throughout this Complaint were willful.

26 **NUMEROSITY**

27 30. The Class is so numerous that joinder of all of its members is impracticable. While the
28 exact number and identities of Class Members are unknown to Plaintiff at this time and can only be

1 ascertained through appropriate discovery, Plaintiff is informed, believes and thereon alleges that the
2 Class consists of more than 100 persons.

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

7 **COMMONALITY**

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

- 11 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
12 regular, and overtime wages) for all hours worked;
- 13 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
14 without compensation including due to rounding and donning and doffing time;
- 15 (c) Whether Defendants provided Plaintiff and Class Members with compliant meal
16 periods or paid compensation in lieu thereof;
- 17 (d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
18 Class Members or paid compensation in lieu thereof;
- 19 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
20 itemized wage statements;
- 21 (f) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
22 due immediately upon termination or within 72 hours of resignation;
- 23 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
24 business expenditures;
- 25 (h) Whether Defendants' conduct was willful or reckless;
- 26 (i) Whether Defendants engaged in unfair business practices in violation of Business and
27 Professions Code sections 17200, *et seq*; and
- 28 (j) Additional common questions of law and fact that may develop as the litigation

1 progresses.

2 **TYPICALITY**

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

9 **ADEQUACY OF REPRESENTATION**

10 34. Plaintiff is an adequate representative of the Class, in that her claims (and defenses, if
11 any) are typical of those of the Class. Plaintiff has no conflicts of interest with her fellow Class
12 Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has the
13 same interests in the litigation of this case as the Class Members; and is committed to vigorous
14 prosecution of this case and has retained competent counsel experienced in class action and wage and
15 hour litigation of this nature.

16 **PREDOMINANCE**

17 35. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff
18 and Class Members. The common issues arising from this conduct that affect Plaintiff and Class
19 Members predominate over any individual issues. Adjudication of these common issues in a single
20 action has important and desirable advantages of judicial economy.

21 **SUPERIORITY OF CLASS ACTION**

22 36. A class action is superior to other available methods for the fair and efficient
23 adjudication of this controversy because individual litigation of the claims of all Class Members is
24 impracticable. Even if every Class Member could afford individual litigation, the court system could
25 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases
26 would proceed. Individualized litigation would also present the potential for varying, inconsistent, or
27 contradictory judgments and would magnify the delay and expense to all parties and to the court
28 system resulting from multiple trials of the same complex factual issues. Moreover, individual actions

1 by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the
2 conduct of this action as a class action, with respect to some or all of the issues presented herein,
3 presents fewer management difficulties, conserves the resources of the parties and the court system,
4 and protects the rights of each Class Member.

5 37. Defendants have acted or refused to act in respects generally applicable to the Class,
6 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
7 herein.

8 **PUBLIC POLICY CONSIDERATIONS**

9 38. Employers in the State of California violate employment and labor laws every day.
10 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
11 Former employees are fearful of bringing actions because they believe their former employers might
12 damage their future endeavors through negative references and/or other means. Class actions provide
13 Class Members who are not named in the action with a type of anonymity that allows for the
14 vindication of their rights while affording them privacy protections.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY ALL WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
19 fully set forth herein.

20 40. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
21 204, 206, 210, 558, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all
22 applicable local minimum wage ordinances in effect throughout California.

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

27 42. Labor Code section 206 provides that in case of a dispute over wages, the employer
28 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to

1 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

2 43. Labor Code section 210 provides:

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

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

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

46. The IWC Wage Orders define "hours worked" as "the time during which an employee
is subject to the control of an employer and includes all time the employee is suffered or permitted to
work, whether or not required to do so."

47. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to

1 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
2 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
3 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
4 the state or local minimum wage, whichever is higher, for any hour of work.

5 48. Labor Code section 1194 requires that employers pay employees at least the legal
6 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
7 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
8 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
9 along with interest thereon, reasonable attorneys' fees and costs of suit.

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

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

15 51. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
16 and Class Members regularly worked over eight (8) hours per workday and/or over 40 hours per
17 workweek.

18 52. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
19 Defendants failed to pay Plaintiff and Class Members all wages due by unfairly rounding time worked
20 to Defendants' advantage, automatically deducting meal periods that were missed, and failing to
21 compensate for donning and doffing time, among other things.

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

26 54. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
27 conduct described herein, have committed an "intentional theft of wages in an amount greater than
28 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars

1 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
2 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
3 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
4 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
5 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
6 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
7 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
8 California Penal Code section 496(c).

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

11 **SECOND CAUSE OF ACTION**
12 **MEAL PERIOD VIOLATIONS**
13 **(AGAINST ALL DEFENDANTS)**

14 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
15 fully set forth herein.

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

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

27 59. The applicable IWC Wage Orders state that “[u]nless the employee is relieved of all
28 duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period

1 and counted as time worked.”

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

8 61. During the Class Period, Plaintiff and Class Members did not receive compliant meal
9 periods for working more than five (5) hours per day because their meal periods were not free of all
10 duties, were short, missed, rounded to 30 minutes, restricted to the worksite, automatically deducted,
11 interrupted, and/or late.

12 62. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
13 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
14 applicable IWC Wage Order.

15 63. Plaintiff is informed, believes, and thereon alleges that Class Members did not
16 voluntarily waive their meal periods.

17 64. As a result of Defendants’ failure to provide compliant meal periods and pay meal
18 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
19 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
20 wages and compensation.

21 65. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
22 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
23 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
24 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

25 66. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
26 conduct described herein, have committed an “intentional theft of wages in an amount greater than
27 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
28 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within

1 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
2 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
3 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
4 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
5 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
6 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
7 California Penal Code section 496(c).

8 67. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
9 fees and costs from Defendants in an amount subject to proof and approved by the Court.

10 **THIRD CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 69. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
16 and the applicable IWC Wage Orders.

17 70. The IWC Wage Orders require employers to authorize and permit all employees to take
18 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

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

23 72. During the Class Period, Defendants did not implement a compliant rest break policy.
24 Consequently, Plaintiff and Class Members did not receive a paid 10 minute rest period for every four
25 (4) hours worked or major fraction thereof because their rest breaks were shortened, interrupted,
26 restricted to the worksite, missed altogether, and/or were not authorized by Defendants.

27 73. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
28 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the

1 applicable IWC Wage Order.

2 74. As a result of Defendants' failure to provide compliant rest periods and pay rest period
3 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
4 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
5 and compensation.

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

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

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

23 **FOURTH CAUSE OF ACTION**

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

25 **(AGAINST ALL DEFENDANTS)**

26 78. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 79. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.

1 80. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
2 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
3 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
4 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
5 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
6 identification number of the employee, (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
8 at each hourly rate.

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

14 82. During the Class Period, Defendants have knowingly and intentionally failed to comply
15 with Labor Code sections 226(a) on wage statements that were provided to Plaintiff and Class
16 Members. The deficiencies include, among other things, Defendants' failure to correctly state the gross
17 and net wages earned, the total hours worked, all wages due, meal and rest period premiums,
18 reimbursements, all applicable hourly rates in effect during the pay period, and the corresponding
19 number of hours worked at each hourly rate.

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

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

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

10 **FIFTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(AGAINST ALL DEFENDANTS)**

13 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 87. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
16 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
17 Plaintiff and Waiting Time Subclass Members.

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

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

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

91. During the relevant time period, Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members all their earned wages upon termination including, but not limited to, minimum, regular, and overtime compensation, premium compensation, and expense reimbursements either at the time of discharge or within 72 hours of leaving Defendants' employ.

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

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

93. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

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

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

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

1 recover attorneys' fees and costs.

2 97. During the relevant time period, Defendants required Plaintiff and Class Members to
3 separately maintain/laundry their heavily soiled uniforms and use their personal cell phones to perform
4 their job duties without reimbursement in violation of Labor Code sections 2800 and 2802.

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

10 **SEVENTH CAUSE OF ACTION**

11 **UNFAIR BUSINESS PRACTICES**

12 **(AGAINST ALL DEFENDANTS)**

13 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

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

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

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

23 103. Defendants' policies and practices have violated state law in at least the following
24 respects:

25 (a) Failing to pay all minimum, regular, and overtime wages due to Plaintiff and Class
26 Members in violation of Labor Code sections 204, 206, 210, 510, 558, 1182.12, 1194,
27 1194.2, 1197 and 1198;

28 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium

wages for every day in which a meal period was not provided in violation of Labor Code sections 226.7 and 512;

(c) Failing to authorize or permit paid rest breaks without paying Plaintiff and Class Members premium wages for every day in which a rest break was not authorized or permitted in violation of Labor Code section 226.7;

(d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code sections 226;

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

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

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

105. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this class action; an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

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

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though

1 fully set forth herein.

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

6 109. On July 13, 2023, Plaintiff gave written notice of the specified provisions alleged to
7 have been violated by Defendants including the facts and theories to support the alleged violations, as
8 required by Labor Code section 2699.3. This written notice was provided via certified mail to
9 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
10 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to the
11 LWDA without a response from the LWDA. Accordingly, Plaintiff may amend the Complaint to add
12 a PAGA cause of action against Defendants.

13 110. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
14 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
15 under this part at any time within 60 days of the time periods specified in this part." More than 65 days
16 have passed since Plaintiff submitted her PAGA notice to the LWDA without notice from the LWDA.
17 Accordingly, Plaintiff may amend her Complaint as a matter of right within this 60 day period as
18 specified by Labor Code section 2699.3(a)(2)(C).

19 111. On September 26, 2023, Plaintiff gave supplemental written notice of the specified
20 provisions alleged to have been violated by Defendants including the facts and theories to support the
21 alleged violations, as required by Labor Code section 2699.3. This written notice was provided via
22 certified mail to Defendants and to the LWDA by electronically filing the notice via the Department
23 of Industrial Relations' website.

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

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

6 114. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
7 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
8 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
9 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
10 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
11 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
12 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
13 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
14 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
15 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
16 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
17 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
18 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
19 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
20 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
21 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
22 and 6399.7.

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

25 116. Violation of Labor Code sections 201-204, 206, 210, 221, 227.3, 246, 510, 558, 1194,
26 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular,
27 overtime, and double time wages) owed to Plaintiff and other aggrieved employees during
28 employment and upon separation of employment as herein alleged;

1 117. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to
2 Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as
3 herein alleged;

4 118. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff and
5 other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

6 119. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized
7 wage statements to Plaintiff and other aggrieved employees as herein alleged;

8 120. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
9 records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

10 121. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and
11 other aggrieved employees for business expenses.

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

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

25 124. Labor Code section 558.1 provides that any “employer or other person acting on behalf
26 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
27 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
28 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor Code], may be held liable

1 as the employer for such violation.”

2 125. 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 paid
4 to employees.

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

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

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

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

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

26 131. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

27 **PRAYER FOR RELIEF**

28 Plaintiff, individually and on behalf of all others similarly situated, other aggrieved employees,

1 and the State of California, prays for relief and judgment against Defendants, jointly and severally, as
2 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 Glenda Mateo Garcia as the class representative;
- 6 3. For appointment of Jose Garay, APLC and the Law Office of Daniel J. Hyun as class
7 counsel for all purposes;
- 8 4. For compensatory damages in an amount according to proof with interest thereon;
- 9 5. For economic and/or special damages in an amount according to proof with interest
10 thereon;
- 11 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
12 penalties, including interest thereon;
- 13 7. For waiting time penalties pursuant to Labor Code section 203;
- 14 8. For liquidated damages pursuant to Labor Code section 1194.2;
- 15 9. For statutory penalties to the extent permitted by law, including those pursuant to the
16 Labor Code and IWC Wage Orders;
- 17 10. For restitution to Plaintiff and Class Members of all money and property unlawfully
18 acquired by Defendants through unfair or unlawful business practices pursuant to
19 Business and Professions Code sections 17200 *et seq.*;
- 20 11. For an order requiring Defendants to restore and disgorge all funds to each employee
21 acquired by means of any act or practice declared by this Court to be unlawful, unfair
22 or fraudulent and, therefore, constituting unfair competition under Business and
23 Professions Code sections 17200, *et seq.*;
- 24 12. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6
25 and Civil Code sections 3287 and 3289;
- 26 13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
27 provided by law;
- 28 14. For recovery of attorneys' fees and costs provided by Labor Code sections 218.6, 226,

1194, 2698 *et seq.*, 2802, and Code of Civil Procedure section 1021.5;

15. For PAGA penalties;

16. For treble damages; and

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

Dated: September 26, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

By: 

Jose R. Garay

Daniel J. Hyun

Attorneys for Plaintiff GLENDA MATEO GARCIA

DEMAND FOR JURY TRIAL

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

Dated: September 26, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

By: 

Jose R. Garay

Daniel J. Hyun

Attorneys for Plaintiff GLENDA MATEO GARCIA