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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

06/04/2025

By: A. Gray Deputy

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

FREDERICK DENTON, DONTAY
HENDERSON, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

SLAKEY BROTHERS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV010792
(Related Case No. 23CV002315)

*Assigned for All Purposes to:
Judge Jill Talley
Department 23*

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code

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- § 1174(d) (Failure To Keep
Requisite Payroll Records);
(9) Violation of California Labor Code
§§ 2800 and 2802 (Unreimbursed
Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)

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Attorneys for Plaintiff Dontay Henderson

COMES NOW, plaintiffs FREDERICK DENTON (“Plaintiff DENTON”) and DONTAY HENDERSON (“Plaintiff HENDERSON”) (together, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. 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 other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Sacramento. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Sacramento.

PARTIES

5. Plaintiff DENTON is an individual residing in the State of California, County of Sacramento.

6. Plaintiff HENDERSON is an individual residing in the State of California,

County of Sacramento.

7. Defendant SLAKEY BROTHERS, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

8. At all relevant times, Defendant SLAKEY BROTHERS, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendant SLAKEY BROTHERS, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sues said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant SLAKEY BROTHERS, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members and aggrieved employees so as to make each of said

Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs brings this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from April 27, 2020 to and including the date the Court grants preliminary approval of the Class Settlement and PAGA Settlement of this matter, and who reside in California.

Subclass A: All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay in the calculation of the regular rate of pay for overtime pay purposes.

Subclass B: All current and former employees with the job title Technical Product Specialist or Specialized Inside Sales Representative who were employed by Defendant in California as exempt employees from April 27, 2020, through and including the date the Court grants preliminary approval of the Class Settlement and PAGA Settlement of this matter.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is

readily ascertainable by inspection of Defendants' records.

- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;

- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

21. Plaintiffs were employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission

(hereinafter “Employee's Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On May 20, 2023 Plaintiff HENDERSON provided written notice by online submission to the LWDA and by certified mail to Defendant SLAKEY BROTHERS, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

24. On August 24, 2023, Plaintiff DENTON provided written notice by online submission to the LWDA and by certified mail to Defendant SLAKEY BROTHERS, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiffs respective Notices.

25. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

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3 **GENERAL ALLEGATIONS**

4 26. At all relevant times set forth herein, Defendants employed Plaintiffs and other
5 persons as hourly-paid or non-exempt employees within the State of California, County of
6 Sacramento.

7 27. Defendants, jointly and severally, employed Plaintiff DENTON as an hourly-
8 paid, non-exempt employee, from approximately March 2018 to approximately May 2022, in
9 the State of California, County of Sacramento.

10 28. Defendants, jointly and severally, employed Plaintiff HENDERSON as an
11 hourly-paid, non-exempt Warehouse worker, and then as an Inside Sales Representative, from
12 approximately July 2021 to approximately June 2024, in the State of California, County of
13 Monterey.

14 29. Defendants hired Plaintiff DENTON and the other class members and classified
15 them as hourly-paid or non-exempt employees, and failed to compensate them for all hours
16 worked and missed meal periods and/or rest breaks.

17 30. Defendants hired Plaintiff HENDERSON and other class members and
18 misclassified them as salaried “exempt” employees.

19 31. Defendants had the authority to hire and terminate Plaintiffs and the other class
20 members, to set work rules and conditions governing Plaintiffs’ and the other class members’
21 employment, and to supervise their daily employment activities.

22 32. Defendants exercised sufficient authority over the terms and conditions of
23 Plaintiffs’ and the other class members’ employment for them to be joint employers of
24 Plaintiffs and the other class members.

25 33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
26 class members.

27 34. Defendants continue to employ hourly-paid or non-exempt employees within the
28 State of California.

35. Defendants continue to employ “exempt” or salary paid employees within the State of California.

36. Plaintiffs and the other class members worked over five (5) days in a week, eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

39. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, and the Aggrieved Employees for all hours worked, including all overtime wages. During the statutory period, Plaintiff Henderson and class members were misclassified as salaried employees, when in-fact Plaintiff Henderson and class members should have been classified as non-exempt employees. Plaintiffs and class members were not paid for all work performed, and Defendants failed to maintain accurate records of actual times worked. Also, despite working in excess of 8 hours per day and in excess of 40 hours per week, Defendants failed to pay overtime compensation. Not only did Plaintiffs and class members regularly work longer hours than they were paid for, but Plaintiffs and class members were also required to arrive early to boot up computers, and to leave late which included inventory, uncompensated. Plaintiffs and class members were also required to use their own personal cellular telephones after regular business hours, uncompensated.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members all required rest and meal periods

1 during the relevant time period as required under the Industrial Welfare Commission Wage
2 Orders and thus they are entitled to any and all applicable penalties.

3 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to
5 receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other
6 class member's regular rate of pay when a meal period were missed, and they did not receive
7 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
8 member's regular rate of pay when a meal period was missed.

9 42. Throughout the statutory period, Defendants have wrongfully failed to authorize
10 and permit Plaintiffs and class members to take timely and duty-free rest periods. Defendants
11 sometimes, but not always, required Plaintiffs and class members to work in excess of four
12 consecutive hours a day without Defendants authorizing and permitting them to take a 10-
13 minute, continuous and uninterrupted, rest period for every four hours of work (or major
14 fraction of four hours), or without compensating Plaintiffs and class members for rest periods
15 that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs and
16 class members of their right to take a rest period. Moreover, Defendants did not have adequate
17 policies or practices permitting or authorizing rest periods for Plaintiffs and class members nor
18 did Defendants have adequate policies or practices regarding the timing of rest periods.
19 Defendants also did not have adequate policies or practices to verify whether Plaintiffs and
20 class members were taking their required rest periods. Further, Defendants did not maintain
21 accurate records of employee work periods, and therefore Defendants cannot demonstrate that
22 Plaintiffs and class members took rest periods during the middle of each work period.
23 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and
24 class members to take rest periods in compliance with California law.

25 43. Throughout the statutory period, Defendants wrongfully required Plaintiffs and
26 class members to pay expenses that they incurred in direct discharge of their duties for
27 Defendants without reimbursement, which included without limitation the use of personal
28 cellular telephones for work purposes.

1 44. Throughout the statutory period, Defendants willfully failed and refused to
2 timely pay Plaintiffs and class members at the conclusion of their employment all wages for
3 all minimum wages, overtime wages, meal period premium wages, and rest period premium
4 wages. Further, Defendants did not pay Plaintiffs and class members their final paychecks
5 immediately upon termination.

6 45. Throughout the statutory period, Defendants failed to furnish Plaintiffs and class
7 members with accurate, itemized wage statements showing all applicable hourly rates, and all
8 gross and net wages earned (including correct hours worked, correct wages earned for hours
9 worked, correct overtime hours worked, correct wages for meal periods that were not provided
10 in accordance with California law, correct wages for rest periods that were not authorized and
11 permitted to take in accordance with California law, and Defendant's address). Further, the
12 wage statements do not show Defendant's address as required by California law. As a result of
13 these violations of California Labor Code § 226(a), the Plaintiffs and class members suffered
14 injury because, among other things:

- 15 a. the violations led them to believe that they were not entitled to be paid
16 minimum wages, overtime wages, meal period premium wages, and rest
17 period premium wages to which they were entitled, even though they
18 were entitled;
- 19 b. the violations led them to believe that they had been paid the minimum,
20 overtime, meal period premium, and rest period premium wages, even
21 though they had not been;
- 22 c. the violations led them to believe they were not entitled to be paid
23 minimum, overtime, meal period premium, and rest period premium
24 wages at the correct California rate even though they were;
- 25 d. the violations led them to believe they had been paid minimum,
26 overtime, meal period premium, and rest period premium wages at the
27 correct California rate even though they had not been;
- 28 e. the violations hindered them from determining the amounts of minimum,

- 1 overtime, meal period premium, and rest period premium owed to them;
- 2 f. in connection with their employment before and during this action, and
- 3 in connection with prosecuting this action, the violations caused them to
- 4 have to perform mathematical computations to determine the amounts of
- 5 wages owed to them, computations they would not have to make if the
- 6 wage statements contained the required accurate information;
- 7 g. by understating the wages truly due them, the violations caused them to
- 8 lose entitlement and/or accrual of the full amount of Social Security,
- 9 disability, unemployment, and other governmental benefits;
- 10 h. the wage statements inaccurately understated the wages, hours, and
- 11 wages rates to which Plaintiffs and class members were entitled, and
- 12 Plaintiffs and class members were paid less than the wages and wage
- 13 rates to which they were entitled.

14 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants

15 knew or should have known that Plaintiffs and the other class members were entitled to

16 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other

17 class member's regular rate of pay when a rest period was missed, and they did not receive all

18 rest periods or payment of one additional hour of pay at Plaintiffs' and the other class

19 members' regular rate of pay when a rest period was missed.

20 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants

21 knew or should have known that Plaintiffs and the other class members were entitled to

22 receive at least minimum wages for compensation and that they were not receiving at least

23 minimum wages for all hours worked.

24 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants

25 knew or should have known that Plaintiffs and the other class members were entitled to

26 receive all wages owed to them upon discharge or resignation, including overtime and

27 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such

28 wages owed to them at the time of their discharge or resignation.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all wages owed to them during their employment. Plaintiffs and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class members.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

52. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to reimbursement for necessary business-related expenses.

53. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

54. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours

per week without overtime compensation for all overtime hours worked.

55. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

56. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

57. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

58. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

59. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

60. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

61. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

62. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

63. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

64. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 58, and each and every part thereof with the same force and effect as though fully set forth herein.

65. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

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

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

69. During the relevant time period, Plaintiffs and the other class members worked in excess of five (5) days in a week, in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

70. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

71. Defendants’ failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

72. Pursuant to California Labor Code section 1194, Plaintiffs and the other class

members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

74. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

76. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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

78. During the relevant time period, Plaintiffs and the other class members who

were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

79. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

80. Defendants also did not adequately inform Plaintiffs and class members of their right to take a meal period by the end of the fifth hour of work or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and class members in compliance with California law.

81. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

82. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

83. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

84. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

88. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

89. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

90. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

91. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

92. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

93. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employees' regular hourly rate of compensation for each work
2 day that the rest period was not provided.

3 **FOURTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

5 **(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)**

6 94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 87, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 95. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
11 than the minimum so fixed is unlawful.

12 96. During the relevant time period, Defendants failed to pay minimum wage to
13 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
14 1194, 1197, and 1197.1.

15 97. Defendants' failure to pay Plaintiffs and the other class members the minimum
16 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
17 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
18 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

20 98. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
21 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
22 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
23 minimum wages.

24 99. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
25 members are entitled to recover liquidated damages in an amount equal to the wages
26 unlawfully unpaid and interest thereon.

27 **FIFTH CAUSE OF ACTION**

28 **(Violation of California Labor Code §§ 201 and 202)**

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

101. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

102. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

103. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

105. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

111. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized

statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

114. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

115. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

116. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

117. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

118. Plaintiffs and the other class members are also entitled to injunctive relief to

1 ensure compliance with this section, pursuant to California Labor Code section 226(h).

2 **EIGHTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 1174(d))**

4 **(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)**

5 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 112, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 120. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
9 central location in the state or at the plants or establishments at which employees are
10 employed, payroll records showing the hours worked daily by and the wages paid to, and the
11 number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments. These records shall be kept in accordance
13 with rules established for this purpose by the commission, but in any case shall be kept on file
14 for not less than two years.

15 121. Defendants have intentionally and willfully failed to keep accurate and complete
16 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
17 class members.

18 122. As a result of Defendants' violation of California Labor Code section 1174(d),
19 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
20 protected rights.

21 123. More specifically, Plaintiffs and the other class members have been injured by
22 Defendants' intentional and willful violation of California Labor Code section 1174(d)
23 because they were denied both their legal right and protected interest, in having available,
24 accurate and complete payroll records pursuant to California Labor Code section 1174(d).

25 **NINTH CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 2800 and 2802)**

27 **(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)**

28 124. Plaintiffs incorporate by reference the allegations contained in paragraphs 1

1 through 117, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

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

7 126. Plaintiffs and the other class members incurred necessary business-related
8 expenses and costs that were not fully reimbursed by Defendants.

9 127. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
10 other class members for all necessary business-related expenses and costs.

11 128. Plaintiffs and the other class members are entitled to recover from Defendants
12 their business-related expenses and costs incurred during the course and scope of their
13 employment, plus interest accrued from the date on which the employee incurred the necessary
14 expenditures at the same rate as judgments in civil actions in the State of California.

15 **TENTH CAUSE OF ACTION**

16 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

17 **(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)**

18 129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 122, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 130. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
22 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
23 competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public
24 interest within the meaning of Code of Civil Procedure section 1021.5.

25 131. Defendants' activities as alleged herein are violations of California law, and
26 constitute unlawful business acts and practices in violation of California Business &
27 Professions Code section 17200, et seq.

28 132. A violation of California Business & Professions Code section 17200, et seq.

may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

133. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

134. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

135. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against SLAKEY BROTHERS, INC. and DOES 1 through 100)

136. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

137. PAGA expressly establishes that any provision of the California Labor Code

1 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
2 departments, divisions, commissions, boards, agencies or employees for a violation of the
3 California Labor Code, may be recovered through a civil action brought by an aggrieved
4 employee on behalf of himself or herself, and other current or former employees.

5 138. Whenever the LWDA, or any of its departments, divisions, commissions,
6 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
7 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
8 assess a civil penalty.

9 139. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
10 employees” as defined by California Labor Code section 2699(c) in that they are all current or
11 former employees of Defendants, and one or more of the alleged violations was committed
12 against them.

13 **Failure to Pay Overtime**

14 140. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
15 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
16 California Labor Code sections 510 and 1198.

17 **Failure to Provide Meal Periods**

18 141. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
19 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
20 California Labor Code sections 226.7 and 512(a).

21 **Failure to Provide Rest Periods**

22 142. Defendants’ failure to provide legally required rest periods to Plaintiffs and the
23 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
24 California Labor Code section 226.7.

25 **Failure to Pay Minimum Wages**

26 143. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the
27 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
28 California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

144. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

145. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

146. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

147. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

148. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

149. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the

1 initial violation, and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, et
4 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
5 pay period for the initial violation, and one hundred dollars (\$100) for
6 each aggrieved employee per pay period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalty provided in the
9 California Labor Code in the amount of a hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation; and

13 d. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes.

15 150. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
16 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
17 and Workforce Development Agency for the enforcement of labor laws and education of
18 employers and employees about their rights and responsibilities and twenty-five percent (25%)
19 to the aggrieved employees.

20 151. Further, Plaintiffs is entitled to seek and recover reasonable attorneys' fees and
21 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
22 statute.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiffs, individually, and on behalf of other members of the general public similarly
25 situated and on behalf of other aggrieved employees pursuant to the California Private
26 Attorney General Act, requests a trial by jury.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the

general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;
9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and
10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

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

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

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

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

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

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

17. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Third Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

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

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

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

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

24. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

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As to the Fourth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

27. For general unpaid wages and such general and special damages as may be appropriate;

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

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

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

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

32. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Fifth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

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

36. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

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

38. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Sixth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

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

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

43. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Seventh Cause of Action

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

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

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

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

49. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Eighth Cause of Action

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

Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

53. For statutory penalties pursuant to California Labor Code section 1174.5;

54. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Ninth Cause of Action

56. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

60. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Tenth Cause of Action

62. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

63. For restitution of unpaid wages to Plaintiffs and all the other class members and

all pre-judgment interest from the day such amounts were due and payable;

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

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

66. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

68. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 2, 2025

LAWYERS for JUSTICE, PC

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Arby Aiwazian
Joanna Ghosh
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