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Attorneys for Plaintiffs JUSTIN LE and NGOC QUY GIENG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JUSTIN LE and NGOC QUY GIENG,
individuals and on behalf of all others similarly
situated;

Plaintiffs,

vs.

DRAGONFLY TEA BAR LLC, a California
limited liability company; DRAGONFLY TEA
BAR GG LLC, a California limited liability
company; and DRAGONFLY TEA BAR SA
LLC, a California limited liability company;
and DOES 1 through 50,

Defendants.

Case No.: **23STCV26247**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs JUSTIN LE and NGOC QUY GIENG (collectively, “Plaintiffs”), on behalf of
3 themselves and all others similarly situated, hereby bring this Class and Representative Action
4 Complaint (“Complaint”) against Defendants DRAGONFLY TEA BAR LLC, a California limited
5 liability company; DRAGONFLY TEA BAR GG LLC, a California limited liability company; and
6 DRAGONFLY TEA BAR SA LLC, a California limited liability company; and DOES 1 to 50
7 inclusive (collectively, “Defendants”), and on information and belief allege as follows:

8 **JURISDICTION AND VENUE**

9 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this
10 Complaint for recovery of unpaid wages and penalties under California Business and Professions
11 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
12 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order
13 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory relief, and restitution.
14 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
15 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
16 exceeds \$25,000.

17 2. Venue is proper in this judicial district because Defendants maintain offices, have
18 agents, and/or transact business in the State of California, including Los Angeles County, and some
19 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
20 Plaintiffs were employed by Defendants within Los Angeles County.

21 **PARTIES**

22 3. Plaintiffs are, and at all times relevant herein were, individuals over the age of
23 eighteen (18) and are California residents. Within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
25 employees. Plaintiffs were, and are, victims of Defendants’ policies, practices, and/or customs
26 complained of herein and has been deprived of the rights guaranteed by Business and Professions
27 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
28 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Wage Order 5.

1 4. Plaintiffs are informed and believe, and based thereon allege, that during the
2 applicable statute of limitations for each cause of action pled herein and continuing to the present,
3 Defendants engaged in and continue to engage in business, and employed Plaintiffs and other,
4 similarly-situated non-exempt employees within Los Angeles County, and the State of California
5 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

6 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
7 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
10 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
11 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiffs, the Classes (as defined below), and Aggrieved Employees (as
13 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
14 complained of herein.

15 6. At all times herein mentioned, each of said Defendants participated in the doing of
16 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
17 Defendants, and each of them, were the agents, servants, and employees of each of the other
18 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
19 within the course and scope of said agency and employment.

20 7. Plaintiffs are informed and believe, and based thereon allege, that at all times
21 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
22 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
23 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
24 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
25 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

26 8. At all times herein mentioned, Defendants, and each of them, were members of, and
27 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. Defendants own and operate cafes under the brand name Summerfield Tea Bar in Rowland Heights, Garden Grove, and Santa Ana, California. Plaintiff JUSTIN LE was employed by Defendants as a non-exempt employee from approximately March 2022 to approximately January 15, 2023 at Defendants' Rowland Heights, California location. Plaintiff NGOC QUY GIENG was employed by Defendants as a non-exempt employee from approximately October 2021 to January 2023 at Defendants' Rowland Heights, California location.

11. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked. Plaintiffs and other non-exempt employees sometimes worked more than eight hours in a workday or 40 hours in a workweek. Upon information and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate employees for this time. Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of pay. As a result, Plaintiffs and other non-exempt employees were not compensated for all earned minimum and overtime wages.

12. Defendants failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt employees were not able to take their legally compliant meal breaks due to work demands imposed by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiffs' and other non-exempt employees' hours worked, including accurate time records showing when employees take their meal periods. On those occasions when Plaintiffs and other non-exempt

1 employees were not provided with all legally compliant meal periods to which they were entitled,
2 Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal
3 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
4 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
5 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
6 compliant meal period was not provided to their non-exempt employees.

7 13. Plaintiffs and other non-exempt employees were not authorized and permitted to take
8 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
9 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
10 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
11 breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other
12 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
13 to which they were entitled, Defendants failed to compensate them with the required rest period
14 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
15 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
16 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
17 period was not authorized and permitted to their non-exempt employees.

18 14. During the relevant time period, Defendants failed to provide Plaintiffs and other
19 non-exempt employees with the option to receive paper wage statements in violation of Labor Code
20 § 226. Furthermore, as a result of Defendants' failure to pay all minimum and overtime wages,
21 failure to pay all meal and rest period premium wages, and unlawful timekeeping and payroll
22 practices as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate
23 wage statements to Plaintiffs and other non-exempt employees. As a further result of Defendants'
24 failure to pay all minimum and overtime wages, and meal and rest period premium wages,
25 Defendants failed to timely pay all final wages to Plaintiffs and other former non-exempt employees
26 upon their separation of employment from Defendants.

27 15. Labor Code section 2802 requires an employer to reimburse its employee for all
28 necessary expenditures incurred by the employee in direct consequence of the discharge of his or

her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiffs and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, required use of personal cellphones.

16. Labor Code section 212 provides: “No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.” Defendants violated Labor Code section 212 by paying Plaintiffs and other employees through direct deposits only without the option of receiving paper paychecks.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the California Code of Civil Procedure:

- a. Minimum Wage Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants’ timekeeping and payroll policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. Overtime Class: All current and former non-exempt employees of Defendants in the State of California who worked more than eight hours per day and/or 40 hours per week and were subject to Defendants’ timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.

- 1 d. Rest Period Class: All current and former non-exempt employees of Defendants in
2 the State of California who worked at least one shift of 3.5 or more hours, during the
3 four years immediately preceding the filing of this action through the present.
- 4 e. Wage Statement Class: All current and former non-exempt employees of Defendants
5 in the State of California who received a wage statement, during the one year
6 immediately preceding the filing of this action through the present.
- 7 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
8 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
9 during the three years immediately preceding the filing of this action through the
10 present.
- 11 g. Expense Reimbursement Class: All current and former non-exempt employees of
12 Defendants in the State of California who were not reimbursed for all necessary
13 business expenses, during the four years immediately preceding the filing of this
14 action through the present.

15 18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
16 joinder of all members would be impractical, if not impossible. The membership of the Classes is
17 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number
18 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
19 of Defendants' employment records, including payroll records.

20 19. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
21 **Interest**: There are predominant common questions of law and fact as to Plaintiffs and members of
22 the Classes, which predominate over questions affecting only individual members including,
23 without limitation to:

- 24 a. Whether Defendants properly paid all overtime wages to members of the Overtime
25 Class;
- 26 b. Whether Defendants paid at least the minimum wage for all hours worked to
27 members of the Minimum Wage Class;

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- 1 c. Whether Defendants provided all legally compliant meal periods or paid meal period
2 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
3 226.7 and 512;
- 4 d. Whether Defendants authorized and permitted all legally compliant rest periods or
5 paid all rest period premium wages due to members of the Rest Period Class
6 pursuant to Labor Code §§ 226.7 and 516;
- 7 e. Whether Defendants furnished legally compliant wage statements to members of the
8 Wage Statement Class pursuant to Labor Code § 226;
- 9 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
10 all necessary business expenses pursuant to Labor Code § 2802; and
- 11 g. Whether Defendants timely paid all final wages to members of the Waiting Time
12 Class at the time of their separation of employment pursuant to Labor Code §§ 201
13 and 202.

14 These common questions of law and fact set forth above are numerous and substantial and
15 stem from Defendants' policies and/or practices applicable to each individual class member. As
16 such, the common questions predominate over individual questions concerning each individual
17 class member's showing as to their eligibility for recovery or as to the amount of their damages.

18 20. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
19 Plaintiffs were employed by Defendants as a non-exempt employee in California during the
20 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
21 herein, Plaintiffs, like the members of the Classes, was not paid all minimum and overtime wages
22 owed due to Defendants' timekeeping and payroll policies/practices, was not provided all required
23 meal periods, was not authorized and permitted all rest periods, did not receive premium pay for
24 non-compliant meal and rest periods, was not paid all final wages upon separation of employment,
25 was not provided with accurate, compliant, itemized wage statements, and was not reimbursed for
26 all necessary business expenses.

27 21. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
28 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,

1 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the
2 Classes and Plaintiffs. Plaintiffs' attorneys have litigated numerous wage-and-hour class actions in
3 state and federal courts in the past and are committed to vigorously prosecuting this action on behalf
4 of the members of the Classes.

5 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
6 public interest in establishing minimum working conditions and standards in California. These laws
7 and labor standards protect the average working employee from exploitation by employers who
8 have the responsibility to follow the laws and who may seek to take advantage of superior economic
9 and bargaining power in setting onerous terms and conditions of employment. The nature of this
10 action and the format of laws available to Plaintiffs and members of the Classes make the class
11 action format a particularly efficient and appropriate procedure to redress the violations alleged
12 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
13 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
14 resources of each individual plaintiff with their vastly superior financial and legal resources.

15 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
16 would also discourage the assertion of lawful claims by employees who would be disinclined to file
17 an action against their former and/or current employer for real and justifiable fear of retaliation and
18 permanent damages to their careers at subsequent employment. The claims of the individual
19 members of the Class are not sufficiently large to warrant vigorous individual prosecution
20 considering all of the concomitant costs and expenses attending hereto.

21 24. Furthermore, the prosecution of separate actions by the individual class members,
22 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would establish
24 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
25 respect to individual class members which would, as a practical matter, be dispositive of the interest
26 of the other class members not parties to adjudications or which would substantially impair or
27 impede the ability of the class members to protect their interests. As such, the Classes identified
28 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(Against All Defendants)

25. 25. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

26. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Order 5.

27. Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

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SECOND CAUSE OF ACTION
OVERTIME WAGE VIOLATIONS
(Against All Defendants)

29. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay for overtime and double time hours work. Defendants caused Plaintiffs and members of the Overtime Class to work overtime hours but failed to compensate these employees for all overtime hours actually worked.

32. As a consequence of Defendants' non-payment of overtime wages, Plaintiffs and members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Against All Defendants)

33. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including

1 Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in
2 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

3 35. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
4 Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in
5 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

6 36. As a consequence of Defendants' unlawful meal period practices, Plaintiffs and
7 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
8 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
9 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

10 **FOURTH CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(Against All Defendants)**

13 37. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
14 fully set forth herein.

15 38. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
16 employees to be provided with a rest period of at least 10 minutes for each four-hour period
17 worked, or major fraction thereof. Plaintiffs are informed and believe, and based thereon allege, that
18 despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period Class
19 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
20 an additional hour of pay at their respective regular rate for the rest periods that they failed to
21 authorize and permit them to take, as required by Labor Code § 226.7.

22 39. As a consequence of Defendants' unlawful rest period practices, Plaintiffs and
23 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
24 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
25 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
26 3287 and 3289.

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FIFTH CAUSE OF ACTION
WAGE STATEMENT PENALTIES
(Against All Defendants)

40. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the employer in violation of Labor Code § 226.

42. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

43. As a consequence of Defendants' unlawful wage statement practices, Plaintiffs and members of the Wage Statement Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

44. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
2 said employee's wages become due and payable not later than 72 hours upon said employee's last
3 date of employment.

4 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
5 to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their
6 separation from employment, including unpaid minimum and overtime wages as well as unpaid
7 meal and rest period premium wages.

8 47. Furthermore, Plaintiffs are informed and believe, and based thereon allege, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of
10 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
11 the requirements of Labor Code §§ 201-202.

12 48. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
14 Time Class their earned wages upon separation from employment results in continued payment of
15 daily wages up to thirty days from the time the wages were due.

16 49. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the
17 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
18 203.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

21 **(Against All Defendants)**

22 50. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
23 fully set forth herein.

24 51. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
25 states that "an employer shall indemnify his or her employees for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
27 or obedience to the directions of the employer."

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1 52. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and
2 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
3 performance of their job duties.

4 53. As a consequence of Defendants' unlawful practices, Plaintiffs and members of the
5 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
6 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Against All Defendants)**

10 54. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
11 fully set forth herein.

12 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
13 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 14 a. failing to pay Plaintiffs and members of the Minimum Wage Class all minimum
15 wages due;
- 16 b. failing to pay Plaintiffs and members of the Overtime Class all overtime wages due;
- 17 c. failing to provide Plaintiffs and members of the Meal Period Class with all meal
18 periods to which they are entitled, and failing to pay them all meal period premium
19 wages due;
- 20 d. failing to authorize and permit Plaintiffs and members of the Rest Period Class all
21 rest periods to which they are entitled, and failing to pay them all rest period
22 premium wages due;
- 23 e. failing to issue accurate and itemized wage statements to Plaintiffs and members of
24 the Wage Statement Class;
- 25 f. failing to timely pay all final wages to Plaintiffs and members of the Waiting Time
26 Penalty Class; and
- 27 g. failing to reimburse all necessary business expenses to Plaintiffs and members of the
28 Expense Reimbursement Class.

1 56. Defendants' utilization of these unfair and/or unlawful business practices deprived
2 Plaintiffs and continues to deprive members of the Classes of compensation to which they are
3 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
4 over Defendants' competitors who have been and/or are currently employing workers and
5 attempting to do so in honest compliance with applicable wage and hour laws.

6 57. Because Plaintiffs are a victim of Defendants' unfair and/or unlawful conduct
7 alleged herein, Plaintiffs for himself and on behalf of the members of the Classes, seeks full
8 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
9 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and
10 17208.

11 58. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the Complaint in this action.

13 **NINTH CAUSE OF ACTION**

14 **PRIVATE ATTORNEYS GENERAL ACT**

15 **(Against All Defendants)**

16 59. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
17 fully set forth herein.

18 60. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698, *et seq.*,
19 acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
20 Employees"), bring this representative action against Defendants to recover the civil penalties due
21 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
22 pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for
23 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
24 or willful or intentional violation pursuant to Labor Code § 210 and/or 225.5 for each failure to pay
25 each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation
26 and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period;
27 (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
28 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each

1 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
2 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as
3 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
4 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
5 Code for which no civil penalty is specifically provided, based on the following Labor Code
6 violations:

- 7 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
8 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 9 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
10 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 11 c. Failing to provide all legally required meal periods, and failure to pay meal period
12 premium wages, to Aggrieved Employees at the regular rate of compensation in
13 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 14 d. Failing to authorize and permit all legally required rest periods, and failure to pay
15 rest period premium wages, to Aggrieved Employees at the regular rate of
16 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 17 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
18 statements in violation of Labor Code § 226;
- 19 f. Failing to timely pay all final wages and compensation earned by Aggrieved
20 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 21 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
22 violation of Labor Code § 2802;
- 23 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
24 calendar month in violation of Labor Code § 204;
- 25 i. Requiring Aggrieved Employees to accept their wages by direct deposit only in
26 violation of Labor Code § 212; and
- 27 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
28 of Labor Code §§ 1174 and 1198.

61. On or about October 22, 2023, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

62. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

1 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
2 203;

3 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
4 proof pursuant to Labor Code § 2802;

5 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
7 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
8 *seq.*;

9 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
10 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
11 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
12 pay each employee and \$200 for each subsequent violation or willful or intentional violation
13 pursuant to Labor Code § 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
14 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
15 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
16 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
17 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
18 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section
19 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under
20 the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for which
22 no civil penalty is specifically provided;

23 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
24 and Civil Code §§ 3287 and 3289;

25 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
26 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

27 15. For such other and further relief, the Court may deem just and proper.

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