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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JENNIFER ITXEL NAVARRO-GUTIERREZ,
 BRENDA CRYSTOBAL, RICARDO
 ESCAJEDA, NATHALY LOPEZ, AND MARIA
 RIVERA, individually, on behalf of all others
 similarly situated, and on behalf of the State of
 California and other aggrieved persons,

Plaintiffs,

v.

MOVITA JUICE BARS, LLC, a California
 limited liability company; and DOES 1 through
 10, inclusive,

Defendants.

Case No.: 23STCV20453

**FIRST AMENDED CLASS &
 REPRESENTATIVE ACTION
 COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

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1 Plaintiffs JENNIFER ITXEL NAVARRO-GUTIERREZ, BRENDA CRYSTOBAL,
2 RICARDO ESCAJEDA, NATHALY LOPEZ, AND MARIA RIVERA (“Plaintiffs”), based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant MOVITA JUICE BARS, LLC and
7 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
8 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
9 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
11 accurate wage statements, and failure to indemnify employees for expenditures.

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
13 action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiffs JENNIFER ITXEL NAVARRO-GUTIERREZ, RICARDO ESCAJEDA,
19 NATHALY LOPEZ, AND MARIA RIVERA bring the Ninth Cause of Action as a representative
20 action under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that
21 are owed to them, the State of California, and past and present non-exempt employees employed
22 by Defendants in the State of California during the statute of limitations period for their PAGA
23 claim (hereinafter referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Los Angeles County. As such, and based
26 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
27 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
28 (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants maintained
2 a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and failing
9 to pay an additional hour's pay for each workday a meal period violation
10 occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum, straight time, overtime,
16 meal period premium, and rest period premium wages due within the time
17 period specified by California law when employment terminates;
- 18 (e) Failing to provide employees with accurate, itemized wage statements
19 containing all the information required by the California Labor Code and
20 IWC Wage Orders; and
- 21 (f) Failing to indemnify employees for expenditures incurred in direct discharge
22 of duties of employment.

23 6. On information and belief, Defendants, and each of them were on actual and
24 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
25 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
26 willful and deliberate.

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

1 foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees.
2 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
3 herein under the doctrine of “respondeat superior.”

4 **THE PARTIES**

5 **A. Plaintiffs**

6 8. Plaintiff JENNIFER ITXEL NAVARRO-GUTIERREZ is a resident of Los Angeles
7 County, California who worked for Defendants in Los Angeles County, California as an hourly-
8 paid, non-exempt employee from approximately August 2022 to approximately June 2023.

9 9. Plaintiff BRENDA CRYSTOBAL is a resident of Los Angeles County, California
10 who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt
11 employee from approximately January 2023 to approximately May 2023.

12 10. Plaintiff RICARDO ESCAJEDA is a California resident who worked for
13 Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
14 approximately July 2022 to approximately October 2023.

15 11. Plaintiff NATHALY LOPEZ is a California resident who worked for Defendants in
16 California as an hourly-paid, non-exempt employee from approximately September 2022 to
17 approximately September 2023.

18 12. Plaintiff MARIA RIVERA is a California resident who worked for Defendants in
19 California as an hourly-paid, non-exempt employee from approximately February 2023 to
20 approximately October 2023.

21 13. Plaintiffs reserve the right to seek leave to amend this complaint to add new
22 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
23 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

24 **B. Defendants**

25 14. Plaintiffs are informed and believe, and based upon that information and belief
26 allege, that Defendant MOVITA JUICE BARS, LLC is, and at all times herein mentioned, was:

- 27 (a) A California business entity qualified to do business and actually conducting
28 business in numerous counties throughout the State of California, including

1 in Los Angeles County; and,

2 (b) The former employer of Plaintiffs and the current and/or former employer
3 of the putative Class and Aggrieved Employees because Defendant
4 MOVITA JUICE BARS, LLC suffered and permitted Plaintiffs, the Class,
5 and the Aggrieved Employees to work, and/or controlled their wages, hours,
6 or working conditions.

7 15. Plaintiffs do not know the true names or capacities of the persons or entities sued
8 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
9 of the Doe Defendants was in some manner legally responsible for the damages suffered by
10 Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
11 complaint to set forth the true names and capacities of these Defendants when they have been
12 ascertained, together with appropriate charging allegations, as may be necessary.

13 16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
14 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
15 injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State
16 of California.

17 17. Plaintiffs are informed and believe and thereon allege that at all relevant times each
18 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
19 other employees described in the class definitions below, and exercised control over their wages,
20 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
21 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
24 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
25 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
26 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant
27 to and within the scope of the relationships alleged above, that each Defendant knew or should
28 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the

1 conduct of all other Defendants.

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 18. Plaintiffs worked for Defendants in California as hourly-paid, non-exempt
4 employees during the Class Period. During Plaintiffs' employment for Defendants, Defendants
5 paid Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants
6 typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per
7 day, but Plaintiffs regularly worked more than eight hours in a workday and/or more than forty
8 (40) hours in a workweek.

9 19. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
10 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
11 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
12 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
13 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
14 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

15 20. Throughout the statutory period, Defendants maintained a policy and practice of not
16 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
17 minimum, straight time, and overtime wages. Defendants regularly used a system of time rounding
18 or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs,
19 the Class, and the Aggrieved Employees properly for all the time they have actually worked, even
20 though the realities of Defendants' operations are such that it is possible, practical, and feasible to
21 count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiffs,
22 the Class, and the Aggrieved Employees less than all their work time. Some of this unpaid work
23 also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
24 also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved
25 Employees worked.

26 21. Throughout the statutory period, Defendants wrongfully failed to include non-
27 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift
28 differentials in the calculation of Plaintiffs', the other Class Members', and the other Aggrieved

1 Employees' regular rate of pay used to calculate their overtime rate for the payment of overtime
2 wages. Plaintiffs, the Class, and the Aggrieved Employees earned non-discretionary bonuses,
3 commissions, incentive pay, production pay, performance pay, and/or shift differentials and
4 overtime wages in the same pay period where they worked overtime hours. Accordingly,
5 Defendants failed to compensate Plaintiffs, the Class, and the Aggrieved Employees for all
6 overtime compensation they were owed.

7 22. Throughout the statutory period, Defendants maintained a policy and practice of not
8 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
9 minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the
10 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
11 Plaintiffs, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
12 workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid
13 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
14 also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved
15 Employees worked.

16 23. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
17 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
18 regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in
19 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
20 meal period for every five hours of work, or without compensating Plaintiffs, the Class, and the
21 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work
22 or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs, the Class,
23 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
24 which could not be completed without working in lieu of taking mandatory meal periods, or by
25 denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a meal period.
26 Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs, the
27 Class, and the Aggrieved Employees in compliance with California law.

28 24. Throughout the statutory period, Defendants have wrongfully failed to authorize

1 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
2 periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work
3 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
4 take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major
5 fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved
6 Employees for rest periods that were not authorized or permitted. Instead, Defendants continued
7 to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring,
8 or encouraging them to perform work tasks which could not be completed without working in lieu
9 of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
10 permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize
11 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
12 with California law.

13 25. Throughout the statutory period, Defendants willfully failed and refused to timely
14 pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of
15 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
16 minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
17 period premium wages owed to them by Defendants at the conclusion of their employment. On
18 information and belief, Defendants' failure to timely pay Plaintiffs' final wages when their
19 employment terminated was not a single, isolated incident, but was instead consistent with
20 Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

21 26. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
22 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
23 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours
24 worked, correct wages for meal periods that were not provided in accordance with California law,
25 and correct wages for rest periods that were not authorized and permitted to take in accordance
26 with California law). As a result of these violations of California Labor Code § 226(a), the
27 Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

28 (a) the violations led them to believe that they were not entitled to be paid

1 minimum, straight time, overtime, meal period premium, and rest period
2 premium wages, even though they were entitled;

3 (b) the violations led them to believe that they had been paid the minimum,
4 straight time, overtime, meal period premium, and rest period premium
5 wages, even though they had not been;

6 (c) the violations led them to believe they were not entitled to be paid minimum,
7 straight time, overtime, meal period premium, and rest period premium
8 wages at the correct California rate even though they were entitled;

9 (d) the violations led them to believe they had been paid minimum, straight time,
10 overtime, meal period premium, and rest period premium wages at the
11 correct California rate even though they had not been;

12 (e) the violations hindered them from determining the amounts of minimum,
13 straight time, overtime, meal period premium, and rest period premium
14 wages owed to them;

15 (f) in connection with their employment before and during this action, and in
16 connection with prosecuting this action, the violations caused them to have
17 to perform mathematical computations to determine the amounts of wages
18 owed to them, computations they would not have to make if the wage
19 statements contained the required accurate information;

20 (g) by understating the wages truly due to them, the violations caused them to
21 lose entitlement and/or accrual of the full amount of Social Security,
22 disability, unemployment, and other governmental benefits;

23 (h) the wage statements inaccurately understated the wages, hours, and wage
24 rates to which Plaintiffs, the Class, and the Aggrieved Employees were
25 entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid
26 less than the wages and wage rates to which they were entitled.

27 Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in
28 California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

27. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire, use of personal cell phones, and use of personal vehicles.

CLASS ACTION ALLEGATIONS

30. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

33. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time;

1 however, the Class is estimated to be greater than forty (40) individuals and
2 the identity of such membership is readily ascertainable by inspection of
3 Defendants' records.

4 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
5 the interests of each Class Member with whom there is a shared, well-
6 defined community of interest, and Plaintiffs' claims (or defenses, if any)
7 are typical of all Class Members' claims as demonstrated herein.

8 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
9 the interests of each Class Member with whom there is a shared, well-
10 defined community of interest and typicality of claims, as demonstrated
11 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
12 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
13 rules governing class action discovery, certification, and settlement.
14 Plaintiffs have incurred, and throughout the duration of this action, will
15 continue to incur costs and attorneys' fees that have been, are, and will be
16 necessarily expended for the prosecution of this action for the substantial
17 benefit of each class member.

18 (d) Superiority: A Class Action is superior to other available methods for the
19 fair and efficient adjudication of the controversy, including consideration of:

- 20 1) The interests of the members of the Class in individually controlling
21 the prosecution or defense of separate actions;
22 2) The extent and nature of any litigation concerning the controversy
23 already commenced by or against members of the Class;
24 3) The desirability or undesirability of concentrating the litigation of the
25 claims in the particular forum; and,
26 4) The difficulties likely to be encountered in the management of a class
27 action.

28 (e) Public Policy Considerations: The public policy of the State of California is

1 to resolve the California Labor Code claims of many employees through a
2 class action. Indeed, current employees are often afraid to assert their rights
3 out of fear of direct or indirect retaliation. Former employees are also fearful
4 of bringing actions because they believe their former employers might
5 damage their future endeavors through negative references and/or other
6 means. Class actions provide the class members who are not named in the
7 complaint with a type of anonymity that allows for the vindication of their
8 rights at the same time as their privacy is protected.

9 35. There are common questions of law and fact as to the Class (and each subclass, if
10 any) that predominate over questions affecting only individual members, including without
11 limitation, whether, as alleged herein, Defendants have:

- 12 (a) Failed to pay Class Members for all hours worked, including minimum,
13 straight time, and overtime wages;
- 14 (b) Failed to include non-discretionary bonuses, commissions, monetary and
15 non-monetary incentives, production pay, performance pay, and/or shift
16 differentials in the calculation of the Class Members' regular rate of pay
17 used to calculate the overtime rate for the payment of overtime wages;
- 18 (c) Failed to provide meal periods and pay meal period premium wages to Class
19 Members;
- 20 (d) Failed to authorize and permit rest periods and pay rest period premium
21 wages to Class Members;
- 22 (e) Failed to provide Class Members with timely final wages;
- 23 (f) Failed to provide Class Members with accurate wage statements;
- 24 (g) Failed to indemnify Class Members for expenditures; and,
- 25 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
26 result of their illegal conduct as described above.

27 36. This Court should permit this action to be maintained as a class action pursuant to
28 California Code of Civil Procedure § 382 because:

- 1 (a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual members;
- 3 (b) A class action is superior to any other available method for the fair and
4 efficient adjudication of the claims of the members of the Class;
- 5 (c) The members of the Class are so numerous that it is impractical to bring all
6 members of the class before the Court;
- 7 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
8 effective and economic legal redress unless the action is maintained as a
9 class action;
- 10 (e) There is a community of interest in obtaining appropriate legal and equitable
11 relief for the statutory violations, and in obtaining adequate compensation
12 for the damages and injuries for which Defendants are responsible in an
13 amount sufficient to adequately compensate the members of the Class for
14 the injuries sustained;
- 15 (f) Without class certification, the prosecution of separate actions by individual
16 members of the class would create a risk of:
- 17 1) Inconsistent or varying adjudications with respect to individual
18 members of the Class which would establish incompatible standards
19 of conduct for Defendants; and/or,
- 20 2) Adjudications with respect to the individual members which would,
21 as a practical matter, be dispositive of the interests of other members
22 not parties to the adjudications, or would substantially impair or
23 impede their ability to protect their interests, including but not
24 limited to the potential for exhausting the funds available from those
25 parties who are, or may be, responsible Defendants; and,
- 26 (g) Defendants have acted or refused to act on grounds generally applicable to
27 the Class, thereby making final injunctive relief appropriate with respect to
28 the class as a whole.

37. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

38. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

39. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

40. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

41. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

42. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

43. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

44. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

45. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

46. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

47. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)

48. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

49. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

50. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

51. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

52. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

53. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

54. At all times relevant hereto, Defendants failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of Plaintiffs' and the other Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

55. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

56. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

57. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)

58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

59. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs' and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

60. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)

62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

63. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for

1 an employer to require any employee to work during any rest period mandated under any Wage
2 Order.

3 64. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
4 Class to take rest breaks, regardless of whether employees worked more than four hours in a
5 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
6 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
7 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
8 § 226.7 and the applicable Wage Orders.

9 65. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
10 premium wages rate for each workday he or she was not provided with all required rest break(s),
11 plus interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(By All Plaintiffs Against All Defendants for Failure to Pay Wages of Discharged** 14 **Employees – Waiting Time Penalties)**

15 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 28 in this Complaint.

17 67. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
18 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
19 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
20 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
21 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
22 which case the employee is entitled to his or her wages at the time of quitting.

23 68. Within the applicable statute of limitations, the employment of many other members
24 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
25 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
26 terminated Class Members, without abatement, all wages required to be paid by California Labor
27 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
28 leaving Defendants' employ.

69. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

71. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

72. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

73. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

74. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the

1 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 75. Defendants have intentionally and willfully failed to provide employees with
4 complete and accurate wage statements. The deficiencies include, among other things, the failure
5 to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true
6 “total hours worked by the employee,” and the failure to list the true net wages earned.

7 76. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
8 and the Class have suffered injury and damage to their statutorily protected rights.

9 77. Specifically, Plaintiffs and the members of the Class have been injured by
10 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
11 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
12 statements under California Labor Code § 226(a).

13 78. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
14 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
15 a result of having to bring this action to attempt to obtain correct wage information following
16 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
17 laws and regulations.

18 79. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
19 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
20 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

21 80. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
22 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
23 § 226(h).

24 **SEVENTH CAUSE OF ACTION**

25 **(By All Plaintiffs Against All Defendants for Failure to Indemnify Employees for** 26 **Expenditures)**

27 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
28 1 through 28 in this Complaint.

82. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

83. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

84. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

85. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

**(By All Plaintiffs Against All Defendants for Violation of California Business & Professions
Code §§ 17200, et seq.)**

86. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this Complaint.

87. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

88. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

89. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

90. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy;

1 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
2 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum and Straight Time Wages**

5 91. Defendants' failure to pay minimum and straight time wages, and other benefits in
6 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
7 California Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 92. Defendants' failure to pay overtime compensation and other benefits in violation of
10 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Provide Meal Periods**

13 93. Defendants' failure to provide meal periods in accordance with California Labor
14 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
15 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Authorize and Permit Rest Periods**

17 94. Defendants' failure to authorize and permit rest periods in accordance with
18 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

20 **Failure to Indemnify Business Expenses**

21 95. Defendants' failure to reimburse expenses incurred in accordance with California
22 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
23 California Business & Professions Code §§ 17200, *et seq.*

24 96. By and through their unfair, unlawful and/or fraudulent business practices described
25 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and
26 all persons similarly situated, and has deprived Plaintiffs, and all persons similarly situated, of
27 valuable rights and benefits guaranteed by law, all to their detriment.

28 97. Plaintiffs and the Class Members suffered monetary injury as a direct result of

1 Defendants' wrongful conduct.

2 98. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
3 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
4 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
5 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
6 the Class are not obligated to establish individual knowledge of the wrongful practices of
7 Defendants in order to recover restitution.

8 99. Plaintiffs, individually, and on behalf of members of the putative class, are further
9 entitled to, and do, seek a declaration that the above-described business practices are unfair,
10 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
11 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
12 in the future.

13 100. Plaintiffs, individually, and on behalf of members of the putative class, have no
14 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
15 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.
16 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
17 individually, and on behalf of members of the putative Class, has suffered and will continue to
18 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
19 engage in said unfair, unlawful and/or fraudulent business practices.

20 101. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
21 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
22 withholdings.

23 102. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and
24 putative Class Members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years and 178 days prior to the filing of this
26 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
27 Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil
28 Procedure § 1021.5 and other applicable laws; and an award of costs.

1 **NINTH CAUSE OF ACTION**

2 **(By Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA Against All**
3 **Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab.**
4 **Code § 2698, et seq.)**

5 103. Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA
6 incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 28 in this
7 Complaint.

8 104. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 105. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
12 law, any provision of this code that provides for a civil penalty to be assessed and collected by
13 the Labor and Workforce Development Agency or any of its departments, divisions,
14 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
15 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
16 herself and other current or former employees pursuant to the procedures specified in Section
17 2699.3.”

18 106. Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA have
19 exhausted their administrative remedies pursuant to California Labor Code § 2699.3. They gave
20 written notice by online filing to the Labor and Workforce Development Agency and by certified
21 mail to Defendants of the specific provisions of the Labor Code that Defendants have violated
22 against Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA and current
23 and former aggrieved employees, including the facts and theories to support the violations.
24 Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA also paid the filing
25 fee.

26 107. The Labor and Workforce Development Agency has not indicated that it intends to
27 investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiffs
28 NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA may commence a civil action

1 to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the
2 Labor Code described in this Complaint. These penalties include, but are not limited to,
3 penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

4 108. Based on the conduct described in this Complaint, Plaintiffs NAVARRO-
5 GUTIERREZ, ESCAJEDA, LOPEZ, AND RIVERA are entitled to an award of civil penalties on
6 behalf of themselves, the State of California, and similarly Aggrieved Employees of Defendants.
7 The exact amount of the applicable penalties, in all, is in an amount to be shown according to
8 proof at trial. These penalties are in addition to all other remedies permitted by law.

9 109. In addition, Plaintiffs NAVARRO-GUTIERREZ, ESCAJEDA, LOPEZ, AND
10 RIVERA seek an award of reasonable attorney's fees and costs pursuant to California Labor
11 Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to
12 an award of reasonable attorney's fees and costs."

13 **PRAYER FOR RELIEF**

14 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
15 the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action with respect to the First, Second, Third,
18 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
19 2. That Plaintiffs be appointed as the representatives of the Class; and,
20 3. That counsel for Plaintiffs be appointed as Class Counsel.

21 **As to the First Cause of Action**

- 22 4. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
24 minimum and straight time wages due;
25 5. For unpaid wages as may be appropriate;
26 6. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;
28 7. For liquidated damages;

1 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code § 1194(a); and,

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

4 As to the Second Cause of Action

5 10. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
7 overtime wages due;

8 11. For unpaid wages at overtime wage rates as may be appropriate;

9 12. For pre-judgment interest on any unpaid overtime compensation commencing from
10 the date such amounts were due;

11 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
12 California Labor Code § 1194(a); and,

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

14 As to the Third Cause of Action

15 15. That the Court declare, adjudge, and decree that Defendants violated California
16 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17 16. For unpaid meal period premium wages as may be appropriate;

18 17. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;

20 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
21 and for costs of suit incurred herein; and,

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

23 As to the Fourth Cause of Action

24 20. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

26 21. For unpaid rest period premium wages as may be appropriate;

27 22. For pre-judgment interest on any unpaid compensation commencing from the date
28 such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

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

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Sixth Cause of Action

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

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

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

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. 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 violations of California Business & Professions Code §§ 17200 *et seq.*;

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

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

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1 48. For all actual, consequential and incidental losses and damages, according to
2 proof;

3 49. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all
4 other applicable Labor Code provisions;

5 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code § 2699; and,

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

8 As to all Causes of Action

9 52. For any additional relief that the Court deems just and proper.

10 Respectfully submitted,

11 Dated: October 28, 2025

WILSHIRE LAW FIRM

12
13 By: _____

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiffs
JENNIFER ITXEL NAVARRO-GUTIERREZ
and BRENDA CRYSTOBAL

14
15
16
17 Dated: October 28, 2025

JAMES HAWKINS APLC

18 By: /s/ Gregory Mauro

James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

Attorneys for Plaintiff
RICARDO ESCAJEDA

19
20
21
22
23 Dated: October 28, 2025

HAMNER LAW OFFICES APLC

24
25 By: /s/ Christopher J. Hamner

Christopher J. Hamner

Attorneys for Plaintiffs
NATHALY LOPEZ and MARIA RIVERA

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: October 28, 2025

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi
Arman A. Salehi

Attorneys for Plaintiffs
JENNIFER ITXEL NAVARRO-GUTIERREZ
and BRENDA CRYSTOBAL

Dated: October 28, 2025

JAMES HAWKINS APLC

By: */s/ Gregory Mauro*

James R. Hawkins
Gregory Mauro
Michael Calvo
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Ava Issary

Attorneys for Plaintiff
RICARDO ESCAJEDA

Dated: October 28, 2025

HAMNER LAW OFFICES APLC

By: */s/ Christopher J. Hamner*

Christopher J. Hamner

Attorneys for Plaintiffs
NATHALY LOPEZ and MARIA RIVERA

Navarro-Gutierrez. v. Movita Juice Bars, LLC, et al.
23STCV20453

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On **October 28, 2025**, I served the foregoing **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party cloud service **CASEANYWHERE.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this **October 28, 2025** at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature