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MARIA GUADALUPE DUQUE and
JUAN CARLOS SERRANO GONZALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

MARIA GUADALUPE DUQUE,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

DEPENDABLE FOODS, INC. DBA
WENDY'S, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: MSC22-00428

Assigned for all purposes to Hon. Charles S.
Treat, Dept. 12

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During

Employment)

- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.**
- (10) Violation of California Labor Code § 2699, Et Seq. (Private Attorneys General Act)**

(10) Violation of California Labor Code § 2699, Et Seq. (Private Attorneys General Act)

FIRST AMENDED CLASS ACTION COMPLAINT - Page 2

1 Plaintiff MARIA GUADALUPE DUQUE and Plaintiff JUAN CARLOS SERRANO
2 GONZALES (“Plaintiffs”), individually and on behalf of other members of the general public
3 similarly situated, based upon facts that either have evidentiary support or are likely to have
4 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
5 as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs bring this action against Defendants DEPENDABLE FOODS, INC.
8 DBA WENDY’S and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
9 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
10 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
11 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
12 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
13 and payroll records, and failure to reimburse necessary business-related expenses.

14 2. Plaintiffs’ First through Ninth Causes of Action are brought as a class action on
15 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
17 14, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff JUAN CARLOS SERRANO GONZALES’ Tenth Cause of Action is
21 brought as a representative action on behalf of himself and certain other current and former
22 employees of Defendants against whom one or more of the alleged violations was committed
23 (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor
24 Code sections 2698, et seq. Plaintiff JUAN CARLOS SERRANO GONZALES is an aggrieved
25 employee against whom one or more of the alleged violations occurred. The civil penalties sought
26 by Plaintiff JUAN CARLOS SERRANO GONZALES exceed the minimal jurisdiction limits of
27 the Superior Court and will be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Contra Costa.

PARTIES

7. Plaintiff MARIA GUADALUPE DUQUE is an individual residing in the County of Contra Costa, State of California.

8. Plaintiff JUAN CARLOS SERRANO GONZALES is an individual residing in the County of Contra Costa, State of California.

9. Defendant DEPENDABLE FOODS, INC. DBA WENDY'S, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

10. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend

1 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
2 and believe and thereon alleges that each of the fictitiously named Doe defendants is responsible
3 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
4 were proximately caused by its conduct. DEPENDABLE FOODS, INC. DBA WENDY'S and
5 Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

6 11. Defendants are and at all times herein mentioned were, (a) conducting business in
7 the County of Contra Costa, State of California, and (b) the employer of Plaintiffs consistent with
8 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

9 12. Plaintiffs further allege that Defendants, directly or indirectly controlled or
10 affected the working conditions, wages, working hours, and conditions of employment of
11 Plaintiffs and the Class so as to make each of said Defendants employers and employers jointly
12 liable under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

14 13. Plaintiffs bring the First through Ninth Causes of Action as a class action on their
15 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
16 seeks class certification under Code of Civil Procedure section 382.

17 14. The proposed class is defined as follows: All current and former non-exempt
18 employees of any of the Defendants within the State of California at any time commencing four
19 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified
20 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

21 15. Plaintiffs reserves the right to establish other subclasses as appropriate.

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

- 24 a. Numerosity: The Class Members are so numerous that joinder of all Class
25 Members is impracticable. The membership of the entire Class is unknown to
26 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
27 individuals and the identity of such membership is readily ascertainable by
28

inspection of Defendants' employment records.

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

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

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;

- 1 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs
2 and the other Class Members for all hours worked, and missed, short, late or
3 interrupted meal periods and rest breaks in violation of California law;
- 4 c. Whether Defendants required Plaintiffs and the other Class Members to work
5 more than eight (8) hours per day and/or more than forty (40) hours per week and
6 failed to pay the legally required overtime compensation to Plaintiffs and the other
7 Class Members;
- 8 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
9 and/or rest periods or required Plaintiffs and the other Class Members to work
10 during meal and/or rest periods without compensation;
- 11 e. Whether Defendants failed to pay meal period premium wages to Class Members
12 when they were not provided with a legally compliant meal period;
- 13 f. Whether Defendants failed to pay rest period premium wages to Class Members
14 when they were not authorized and permitted to take legally compliant rest
15 periods;
- 16 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
17 Class Members for all hours worked;
- 18 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
19 required minimum wage pursuant to California law;
- 20 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
21 overtime compensation pursuant to California law;
- 22 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
23 Members within the time required upon their discharge or resignation from
24 employment;
- 25 k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members
26 for all necessary business-related expenses and costs in violation of California
27 Labor Code section 2802;
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- 1 l. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
2 Class Members during their employment;
- 3 m. Whether Defendants complied with wage reporting as required by the California
4 Labor Code, including section 226;
- 5 n. Whether Defendants' conduct was with malice, fraud or oppression;
- 6 o. Whether Defendants' conduct was willful or reckless;
- 7 p. Whether Defendants engaged in unfair business practices in violation of
8 California Business & Professions Code section 17200, *et seq.* based on their
9 improper withholding of compensation and deduction of wages;
- 10 q. The appropriate amount of damages, restitution, and/or monetary penalties
11 resulting from Defendants' violation of California law; and
- 12 r. Whether Plaintiffs and the other Class Members are entitled to compensatory
13 damages pursuant to the California Labor Code.

14 **GENERAL ALLEGATIONS**

15 18. Defendants are a franchise of fast-food restaurants

16 19. Defendants employed Plaintiff MARIA GUADALUPE DUQUE to work as a fast-
17 food prep worker from approximately 2013 to 2018.

18 20. Defendants employed Plaintiff JUAN CARLOS SERRANO GONZALES to work
19 as a fast-food prep worker from approximately 2021 to 2023.

20 21. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
21 and Aggrieved Employees as hourly-paid or non-exempt employees.

22 22. Throughout the time period involved in this case, Defendants had the authority to
23 hire and terminate Plaintiffs, the Class, and Aggrieved Employees; to directly or indirectly
24 control work rules, working conditions, wages, working hours, and conditions of employment of
25 Plaintiffs, the Class, and Aggrieved Employees; and to hire and terminate the employment of
26 Plaintiffs, the Class, and Aggrieved Employees.

27 23. At all times herein mentioned, Defendants were subject to the Labor Code of the
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1 State of California and the applicable Industrial Welfare Commission Orders.

2 24. Plaintiffs are informed and believes, and thereon alleges that Defendants engaged
3 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
4 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
5 Plaintiffs, the Class, and Aggrieved Employees to work off the clock without compensation,
6 thereby failing to pay them for all hours worked, including minimum and overtime wages.
7 Defendants also implemented policies that prohibited Plaintiffs, the Class, and Aggrieved
8 Employees from accurately recording the actual time worked, resulting in a failure to pay
9 Plaintiffs, the Class, and Aggrieved Employees all wages owed. In addition, Defendants routinely
10 failed to permit Plaintiffs, the Class, and Aggrieved Employees to take timely and duty-free meal
11 periods and rest periods in violation of California law. Defendants also failed to reimburse
12 Plaintiffs, the Class, and Aggrieved Employees for all necessary business-related expenses.

13 25. Throughout the time period involved in this case, Defendants have implemented
14 policies and practices which failed to provide Plaintiffs the Class, and Aggrieved Employees with
15 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class, and
16 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
17 over Plaintiffs, the Class , and Aggrieved Employees during their meal periods, regularly failed
18 to permit Plaintiffs, the Class, and Aggrieved Employees a reasonable opportunity to take their
19 meal periods, and regularly impeded or discouraged Plaintiffs, the Class, and Aggrieved
20 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
21 fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
22 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
23 failed to maintain accurate records of meal periods taken by Plaintiffs, the Class, and Aggrieved
24 Employees.

25 26. Throughout the time period involved in this case, Defendants did not adequately
26 inform Plaintiffs, the Class, and Aggrieved Employees of their right to take meal periods under
27 California law. Moreover, Defendants systematically disregarded their own written policies
28

1 regarding the provision and timing of meal periods for Plaintiffs, the Class, and Aggrieved
2 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
3 and Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
4 periods, and to require Plaintiffs, the Class, and Aggrieved Employees to work through their meal
5 periods, for which they were not compensated.

6 27. Throughout the time period involved in this case, Defendants failed to pay
7 Plaintiffs, the Class, and Aggrieved Employees premium wages for meal periods that were
8 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
9 have known that Plaintiffs, the Class, and Aggrieved Employees were entitled to receive all meal
10 periods or payment of one additional hour of pay at their regular rate of pay when a meal period
11 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
12 failed to provide legally compliant meal periods to Plaintiffs, the Class, and Aggrieved Employees
13 and routinely failed to pay one additional hour of pay to Plaintiffs, the Class, and Aggrieved
14 Employees at their regular rate of pay when a meal period was missed, short, late, and/or
15 interrupted.

16 28. Throughout the time period involved in this case, Defendants have implemented
17 policies and practices which prohibited Plaintiffs, the Class, and Aggrieved Employees from
18 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
19 permit Plaintiffs, the Class, and Aggrieved Employees to take full, uninterrupted, off-duty rest
20 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
21 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
22 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
23 work period.

24 29. Throughout the time period involved in this case, Defendants did not adequately
25 inform Plaintiffs, the Class, and Aggrieved Employees of their right to take rest periods under
26 California law. Moreover, Defendants systematically disregarded their own written policies
27 regarding the provision and timing of rest periods for Plaintiffs, the Class, and Aggrieved
28

1 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
2 and Aggrieved Employees in a way that regularly prohibited them from taking timely and duty
3 free rest periods, and to regularly require Plaintiffs, the Class, and Aggrieved Employees to work
4 through their rest periods.

5 30. Throughout the time period involved in this case, Defendants failed to pay
6 Plaintiffs, the Class, and Aggrieved Employees premium wages for rest periods that were missed,
7 late, interrupted, or shortened in violation of California law. Defendants knew or should have
8 known that Plaintiffs, the Class, and Aggrieved Employees were entitled to receive all rest periods
9 or payment of one additional hour of pay at their regular rate of pay when a rest period was
10 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
11 failed to authorize and permit Plaintiffs, the Class, and Aggrieved Employees to take duty-free
12 rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and Aggrieved
13 Employees at their regular rate of pay when a rest period was missed, short, late and/or
14 interrupted.

15 31. Throughout the time period involved in this case, Defendants regularly required
16 Plaintiffs, the Class, and Aggrieved Employees to perform work off the clock. Although
17 Defendants prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and
18 Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class, and
19 Aggrieved Employees were regularly required to perform work off the clock for which they were
20 not compensated.

21 32. Throughout the time period involved in this case, Defendants implemented policies
22 that prohibited Plaintiffs, the Class, and Aggrieved Employees from accurately recording the
23 actual time worked, resulting in a failure to pay Plaintiffs, the Class, and Aggrieved Employees all
24 wages owed.

25 33. Throughout the time period involved in this case, Plaintiffs, the Class, and
26 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
27 week.
28

1 34. Throughout the time period involved in this case, Defendants regularly failed to
2 pay all overtime compensation owed to Plaintiffs, the Class, and Aggrieved Employees when they
3 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
4 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
5 work week. Defendants knew or should have known that Plaintiffs, the Class, and Aggrieved
6 Employees were entitled to receive certain wages for overtime compensation and that they were
7 not receiving wages for overtime compensation.

8 35. Throughout the time period involved in this case, Defendants failed to pay
9 overtime to Plaintiffs, the Class, and Aggrieved Employees for all overtime hours worked based
10 on regular rates of pay correctly calculated to include all applicable remuneration.

11 36. Throughout the time period involved in this case, Defendants regularly failed to
12 pay Plaintiffs, the Class, and Aggrieved Employees at least minimum wages for all hours worked.
13 Defendants knew or should have known that Plaintiffs, the Class, and Aggrieved Employees were
14 entitled to receive at least minimum wages for all hours worked and that they were not receiving
15 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages
16 included, *inter alia*, failing to pay Plaintiffs, the Class, and Aggrieved Employees at the required
17 minimum wage pursuant to California law, requiring Plaintiffs, the Class, and Aggrieved
18 Employees to perform work off the clock.

19 37. Throughout the time period involved in this case, Defendants regularly failed to
20 pay Plaintiffs, the Class, and Aggrieved Employees all wages owed to them upon discharge or
21 resignation. Defendants knew or should have known that Plaintiffs, the Class, and Aggrieved
22 Employees were entitled to receive all wages owed to them upon termination within the time
23 permissible under California Labor Code section 202. Plaintiffs, the Class, and Aggrieved
24 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
25 including overtime compensation and minimum wages within any time permissible under
26 California Labor Code section 202.

27 38. Throughout the time period involved in this case, Defendants regularly failed to
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1 pay Plaintiffs, the Class, and Aggrieved Employees all wages within any time permissible under
2 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
3 should have known that Plaintiffs, the Class, and Aggrieved Employees were entitled to receive
4 all wages owed to them during their employment. Plaintiff, the Class, and Aggrieved Employees
5 did not receive payment of all wages, including overtime compensation, minimum wages, and
6 meal and rest period premiums.

7 39. Throughout the time period involved in this case, Defendants regularly failed to
8 provide complete or accurate wage statements to Plaintiffs, the Class, and Aggrieved Employees.
9 Defendants knew or should have known that Plaintiffs, the Class, and Aggrieved Employees were
10 entitled to receive complete and accurate wage statements in accordance with California law, but,
11 in fact, they did not receive complete and accurate wage statements from Defendants. The
12 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
13 gross wages earned, the correct rates of pay, and the name and address of the legal entity of the
14 employer.

15 40. Throughout the time period involved in this case, Defendants regularly failed to
16 keep complete or accurate payroll records for Plaintiffs, the Class, and Aggrieved Employees.
17 Defendants knew or should have known that Defendants were required to keep complete and
18 accurate payroll records for Plaintiffs, the Class, and Aggrieved Employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records.

20 41. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Plaintiffs', the Class's, and Aggrieved Employees' work
22 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

23 42. Throughout the time period involved in this case, Defendants failed to reimburse
24 Plaintiffs, the Class, and Aggrieved Employees for all necessary business-related expenses,
25 including but not limited to non-slip shoes, and uniforms. Defendants knew or should have known
26 that Defendants were required to reimburse Plaintiffs, the Class, and Aggrieved Employees for
27 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of
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1 California law.

2 43. Throughout the time period involved in this case, Defendants knew or should have
3 known that they had a duty to compensate Plaintiffs, the Class, and Aggrieved Employees
4 pursuant to California law. Defendants had the financial ability to pay such compensation, but
5 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the
6 Class, and Aggrieved Employees that they paid all wages owed to them, all in order to increase
7 Defendants' profits.

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

11 **FIRST CAUSE OF ACTION**

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

13 **(Against All Defendants)**

14 45. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
15 every allegation set forth above.

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

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

25 48. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular
27 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
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1 in excess of eight (8) hours on the seventh day of work in a workweek.

2 49. California Labor Code section 510 codifies the right to overtime compensation at
3 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
4 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
5 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
6 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

7 50. During the relevant time period, Plaintiffs and the other Class Members regularly
8 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

9 51. During the relevant time period, Defendants intentionally and willfully failed to
10 pay overtime wages owed to Plaintiffs and the other Class Members.

11 52. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid
12 balance of overtime compensation, as required by California laws, violates the provisions of
13 California Labor Code sections 510 and 1198, and is therefore unlawful.

14 53. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
15 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
16 attorneys' fees.

17 **SECOND CAUSE OF ACTION**

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

19 **(Against All Defendants)**

20 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
21 every allegation set forth above.

22 55. At all relevant times, the relevant IWC Order and California Labor Code sections
23 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by
24 Defendants.

25 56. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any meal or rest period mandated by an
27 applicable order of the California IWC.
28

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

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

13 59. During the relevant time period, Plaintiffs and the other Class Members who were
14 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

17 60. During the relevant time period, Plaintiffs and the other Class Members who were
18 scheduled to work for a period of time in excess of ten (10) hours were required to work for
19 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
20 thirty (30) minutes.

21 61. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
23 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
24 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

25 62. During the relevant time period, Defendants failed to pay Plaintiffs and the other
26 Class Members the full meal period premiums due pursuant to California Labor Code section
27 226.7.
28

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

64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

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

68. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

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

70. During the relevant time period, Defendants willfully required Plaintiffs and the

1 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
2 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
3 Members to take uninterrupted, duty-free rest breaks.

4 71. During the relevant time period, Defendants failed to pay Plaintiffs and the other
5 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
6 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and
7 other Class Members from taking uninterrupted rest periods.

8 72. Defendants' conduct violates applicable IWC Wage Orders and California Labor
9 Code section 226.7.

10 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
11 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
12 additional hour of pay at the employees' regular hourly rate of compensation for each work day
13 that the rest period was not provided.

14 **FOURTH CAUSE OF ACTION**

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

16 **(Against All Defendants)**

17 74. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
18 every allegation set forth above.

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

22 76. During the relevant time period, Defendants regularly failed to pay minimum wage
23 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
24 1194, 1197, and 1197.1.

25 77. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
26 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
27 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
28

1 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 78. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
4 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201, 202, 203)**

8 **(Against All Defendants)**

9 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
10 every allegation set forth above.

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

17 81. During the relevant time period, the employment of Plaintiffs and many other
18 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
19 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
20 employed by Defendants all of their wages, earned and unpaid, including but not limited to
21 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
22 leaving Defendants' employ.

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

26 83. California Labor Code section 203 provides that if an employer willfully fails to
27 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
28

1 continue as a penalty from the due date thereof at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 84. Plaintiffs and other Class Members who are no longer employed by Defendants
4 are entitled to recover from Defendants the statutory penalty wages for each day they were not
5 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 204 and 210)**

8 **(Against All Defendants)**

9 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
10 every allegation set forth above

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

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

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

22 89. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiffs and other Class Members all wages due to them, within any time period permissible
24 under California Labor Code section 204.

25 90. Plaintiffs and other Class Members are entitled to recover all available remedies
26 for Defendant's violations of California Labor Code section 204, including statutory penalties
27 pursuant to Labor Code section 210(b).
28

(Violation of California Labor Code § 226(a))
(Against All Defendants)

92. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

93. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, the correct rates of pay, and the name and address of the legal entity of the employer.

94. Because of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

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

1 itemized wage statements pursuant to California Labor Code section 226(a).

2 96. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
3 actual damages caused by Defendants' failure to comply with California Labor Code section
4 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

5 97. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
6 with this section, pursuant to California Labor Code section 226(g).

7 **EIGHTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

10 98. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
11 every allegation set forth above.

12 99. Pursuant to California Labor Code sections 2800 and 2802, an employer must
13 reimburse its employee for all necessary expenditures incurred by the employee in direct
14 consequence of the discharge of his or her job duties or in direct consequence of his or her job
15 duties or in direct consequence of his or her obedience to the directions of the employer.

16 100. Plaintiffs and the Class incurred necessary business-related expenses and costs that
17 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
18 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for
19 costs incurred as a result of, including but not limited to, simple negligence.

20 101. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
21 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
22 recover from Defendants their business-related expenses and costs incurred during the course and
23 scope of their employment, plus interest accrued from the date on which the employee incurred
24 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

25 **NINTH CAUSE OF ACTION**

26 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

27 **(Against All Defendants)**

1 102. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
2 every allegation set forth above.

3 103. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendants'
5 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
6 within the meaning of Code of Civil Procedure section 1021.5.

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

10 105. A violation of California Business & Professions Code section 17200, *et seq.* may
11 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
12 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
13 paying them proper compensation violate California Labor Code sections 510 and 1198.
14 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and
15 the Class, to work through their meal and rest periods without paying them proper compensation
16 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
17 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
18 sections 201, 202, 203 and 204.

19 106. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
20 1197.1, 510, 1174(d), 2800, and 2802.

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

23 108. Plaintiffs and the Class have been personally injured by Defendants' unlawful
24 business acts and practices as alleged herein, including but not necessarily limited to the loss of
25 money and/or property.

26 109. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
27 Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by
28

1 Defendants during a period that commences four years prior to the filing of this Complaint; an
2 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
3 applicable laws; and an award of costs.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 2699, Et Seq.**

6 **(Against All Defendants)**

7 110. Plaintiff JUAN CARLOS SERRANO GONZALES incorporates by reference and
8 re-alleges as if fully stated herein each and every allegation set forth above.

9 111. Plaintiff JUAN CARLOS SERRANO GONZALES brings his eleventh cause of
10 action as a representative action on behalf of himself and similarly Aggrieved Employees in the
11 capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004,
12 California Labor Code section 2698, et seq. ("PAGA").

13 112. PAGA specifically provides for a private right of action to recover civil penalties
14 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
15 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
16 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
17 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
18 a civil action brought by an aggrieved employee on behalf of herself or herself and other current
19 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
20 2699(a).

21 113. Plaintiff JUAN CARLOS SERRANO GONZALES was employed by Defendants
22 and the Labor Code violations alleged above were committed against him during his time of
23 employment. Plaintiff JUAN CARLOS SERRANO GONZALES is therefore, an "aggrieved
24 employee" under PAGA.

25 114. As set forth in detail above, during all times relevant to this Action, Defendant has
26 routinely subjected Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved
27 Employees to violations of California Labor Codes by:
28

- a. Failing to pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- b. Failing to pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- c. Failing to provide legally required meal periods to Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees, and failing to pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512;
- d. Failing to provide authorize and permit Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512;
- e. Failing to timely pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203;
- f. Failing to timely pay Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- g. Failing to furnish Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- h. Failing to maintain accurate records relating to Plaintiff JUAN CARLOS SERRANO GONZALES and the Aggrieved Employees' work periods, meal

periods, total daily hours, hours per pay period, and applicable pay rates; and

- i. Failing to reimburse Plaintiff JUAN CARLOS SERRANO GONZALES and Aggrieved Employees for all necessary expenditures incurred by the employee in violation of Labor Code sections 2800 and 2802.

115. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff JUAN CARLOS SERRANO GONZALES, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

116. Plaintiff JUAN CARLOS SERRANO GONZALES has exhausted his administrative remedies pursuant to Labor Code §2699.3. On September 21, 2023, Plaintiff, JUAN CARLOS SERRANO GONZALES through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff JUAN CARLOS SERRANO GONZALES’s intent to bring a claim for civil penalties under PAGA. The LWDA assigned Plaintiff JUAN CARLOS SERRANO GONZALES’s case number LWDA-CM-982982-23. Plaintiff JUAN CARLOS SERRANO GONZALES also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff JUAN CARLOS SERRANO GONZALES’s September 21, 2023 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff JUAN CARLOS SERRANO GONZALES may commence a civil action to recover penalties for himself

1 and other Aggrieved Employees pursuant to Labor Code § 2699.3.

2 117. Plaintiff JUAN CARLOS SERRANO GONZALES was compelled to retain the
3 services of counsel to file this court action to protect her interests and the Aggrieved Employees,
4 and to assess and collect the civil penalties owed by Defendants. Plaintiff JUAN CARLOS
5 SERRANO GONZALES therefore seeks an award of reasonable attorney's fees and costs
6 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

7 118. Plaintiff JUAN CARLOS SERRANO GONZALES may amend this complaint as
8 a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed
9 within sixty days of the time periods specified in Labor Code §2699.3.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
12 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
13 as follows:

14 **Class Certification**

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

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

- 22 5. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
24 all overtime wages due to Plaintiffs and other Class Members;

- 25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

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

2 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194; and

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

5 **As to the Second Cause of Action**

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

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

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

14 13. For premium wages pursuant to California Labor Code section 226.7;

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

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

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

19 **As to the Third Cause of Action**

20 17. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
22 periods to Plaintiffs and the Class;

23 18. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at
24 each employee's regular rate of compensation for each workday that a rest period was not
25 provided;

26 19. For all actual, consequential, and incidental losses and damages, according to
27 proof;

20. For premium wages pursuant to California Labor Code section 226.7;
21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and other Class Members who have left Defendants' employ;

1 33. For pre-judgment interest on any unpaid compensation from the date such amounts
2 were due; and

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

4 **As to the Sixth Cause of Action**

5 35. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
7 California Labor Code section 204 to Plaintiffs and the Class;

8 36. For statutory penalties pursuant to California Labor Code section 210;

9 37. For such other and further relief as the Court deems just and proper.

10 **As to the Seventh Cause of Action**

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

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

16 40. For statutory penalties pursuant to California Labor Code section 226(e); and

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

18 **As to the Eight Cause of Action**

19 42. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for
21 all necessary business-related expenses as required by California Labor Code sections 2800 and
22 2802;

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

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

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

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

27 **As to the Ninth Cause of Action**

1 47. That the Court declare, adjudge and decree that Defendants violated California
2 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the
3 Class all overtime compensation due to them, failing to provide all meal and rest periods to
4 Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing
5 to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code
6 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800,
7 and 2802;

8 48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
9 interest from the day such amounts were due and payable;

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

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

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

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

19 **As to the Tenth Cause of Action**

20 53. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
21 Code;

22 54. Prejudgment interest at the legal rate pursuant to California Labor Code Section
23 218.6;

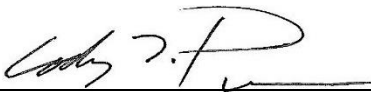
24 55. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
25 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
26 Code and/or other applicable statutes; and

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

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3 Dated: April 18, 2024

PAYNE NGUYEN, LLP

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5 By:



6 Cody Payne
Kim Nguyen
PAYNE NGUYEN, LLP

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