

Edwin Aiwasian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkermminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkermminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Tel.: (310) 882-6833 / Fax: (310) 889-0822

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Tel.: (818) 703-8985 / Fax: (818) 703-8984

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

JULIAN ARREOLA LOPEZ, MICHAEL
PARRIS, JOHNNY RUIZ, and MICHELLE
LOPEZ, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

BONNIE PLANTS, INC., an unknown
business entity, BONNIE PLANTS, LLC, a
Delaware corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22CV02758

Honorable Timothy Volkmann
Department 5

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid

- Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 - (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 - (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.;
 - (11) Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs JULIAN ARREOLA LOPEZ (“Plaintiff JULIAN LOPEZ”) MICHAEL PARRIS (“Plaintiff PARRIS”), JOHNNY RUIZ (“Plaintiff RUIZ”) and MICHELLE LOPEZ (“Plaintiff MICHELLE LOPEZ”), individually, and on behalf of other members of the general public similarly situated, the State of California, and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), who allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all

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

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

8 4. Venue is proper in this Court because, upon information and belief, Defendants
9 maintain offices, have agents, employ individuals, and/or transact business in the State of
10 California, County of Santa Cruz.

11 **PARTIES**

12 5. Plaintiff JULIAN LOPEZ is an individual residing in the State of California.

13 6. Plaintiff PARRIS is an individual residing in the State of California.

14 7. Plaintiff RUIZ is an individual residing in the State of California.

15 8. Plaintiff MICHELLE LOPEZ is an individual residing in the State of California.

16 9. Defendant BONNIE PLANTS, INC., at all times herein mentioned, was and is,
17 upon information and belief, an unknown business entity and, at all times herein mentioned, an
18 employer whose employees are engaged throughout the State of California, including the
19 County of Santa Cruz.

20 10. Defendant BONNIE PLANTS, LLC, at all times herein mentioned, was and is,
21 upon information and belief, a Delaware Limited Liability Company and, at all times herein
22 mentioned, an employer whose employees are engaged throughout the State of California,
23 including the County of Santa Cruz.

24 11. At all relevant times, Defendant BONNIE PLANTS, INC. and BONNIE
25 PLANTS, LLC were the “employer” of Plaintiffs within the meaning of all applicable
26 California laws and statutes.

27 12. At all times herein relevant, Defendants BONNIE PLANTS, INC., BONNIE
28 PLANTS, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint

1 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
2 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting
3 within the course and scope of their authority as such agents, partners, joint venturers, joint
4 employers, representatives, servants, employees, successors, co-conspirators and/or assigns,
5 and all acts or omissions alleged herein were duly committed with the ratification, knowledge,
6 permission, encouragement, authorization and/or consent of each defendant designated as a
7 DOE herein.

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

16 14. Defendant BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1
17 through 100 will hereinafter collectively be referred to as "Defendants."

18 15. Plaintiffs further allege that Defendants directly or indirectly controlled or
19 affected the working conditions, wages, working hours, and conditions of employment of
20 Plaintiffs and the other class members so as to make each of said Defendants employers liable
21 under the statutory provisions set forth herein.

22 **CLASS ACTION ALLEGATIONS**

23 16. Plaintiffs JULIAN LOPEZ, PARRIS, RUIZ and MICHELLE LOPEZ bring this
24 action on their own behalf and on behalf of all other members of the general public similarly
25 situated, and, thus, seek class certification under California Code of Civil Procedure section
26 382.

27 17. The proposed class is defined as follows:

28 All current and former hourly-paid or non-exempt employees who worked for

any of the Defendants within the State of California at any time during the period from December 15, 2018 to final judgment and who reside in California.

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

Subclass B: All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

Subclass C: All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

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

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

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

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs'

1 attorneys, the proposed class counsel, are versed in the rules governing
2 class action discovery, certification, and settlement. Plaintiffs have
3 incurred, and during the pendency of this action will continue to incur,
4 costs and attorneys' fees, that have been, are, and will be necessarily
5 expended for the prosecution of this action for the substantial benefit of
6 each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class
11 action will advance public policy objectives. Employers of this great
12 state violate employment and labor laws every day. Current employees
13 are often afraid to assert their rights out of fear of direct or indirect
14 retaliation. However, class actions provide the class members who are
15 not named in the complaint anonymity that allows for the vindication of
16 their rights.

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

- 20 a. Whether Defendants' failure to pay wages, without abatement or
21 reduction, in accordance with the California Labor Code, was willful;
- 22 b. Whether Defendants' had a corporate policy and practice of failing to
23 pay their hourly-paid or non-exempt employees within the State of
24 California for all hours worked and missed (short, late, interrupted,
25 and/or missed altogether) meal periods and rest breaks in violation of
26 California law;
- 27 c. Whether Defendants required Plaintiffs and the other class members to
28 work over eight (8) hours per day and/or over forty (40) hours per week

1 and failed to pay the legally required overtime compensation to Plaintiffs
2 and the other class members;

- 3 d. Whether Defendants deprived Plaintiffs and the other class members of
4 meal and/or rest periods or required Plaintiffs and the other class
5 members to work during meal and/or rest periods without compensation;
- 6 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
7 other class members for all hours worked;
- 8 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
9 other class members within the required time upon their discharge or
10 resignation;
- 11 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
12 the other class members during their employment;
- 13 h. Whether Defendants complied with wage reporting as required by the
14 California Labor Code; including, *inter alia*, section 226;
- 15 i. Whether Defendants kept complete and accurate payroll records as
16 required by the California Labor Code, including, *inter alia*, section
17 1174(d);
- 18 j. Whether Defendants failed to reimburse Plaintiffs and the other class
19 members for necessary business-related expenses and costs;
- 20 k. Whether Defendants' conduct was willful or reckless;
- 21 l. Whether Defendants engaged in unfair business practices in violation of
22 California Business & Professions Code section 17200, et seq.;
- 23 m. The appropriate amount of damages, restitution, and/or monetary
24 penalties resulting from Defendants' violation of California law; and
- 25 n. Whether Plaintiffs and the other class members are entitled to
26 compensatory damages pursuant to the California Labor Code.

27 **PAGA ALLEGATIONS**

- 28 21. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by

1 Defendants.

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

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

10 24. Plaintiffs were employed by Defendants and the alleged violations were
11 committed against them during their time of employment and they are, therefore, aggrieved
12 employees. Plaintiffs and the other employees are “aggrieved employees” as defined by
13 California Labor Code section 2699(c) in that they are all current or former employees of
14 Defendants, and one or more of the alleged violations were committed against them.

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

18 b. The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee’s Notice”) to the Labor & Workforce
20 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
21 to the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.

24 c. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar days
27 of the postmark date of the Employee’s Notice. Upon receipt of the
28 LWDA Notice, or if the LWDA Notice is not provided within sixty-five

(65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On July 21, 2023, Plaintiff MICHELLE LOPEZ sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff MICHELLE LOPEZ from the LWDA within sixty-five (65) calendar days of July 21, 2023.

27. On September 7, 2023, Plaintiffs JULIAN LOPEZ, RUIZ, and PARRIS provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs JULIAN LOPEZ, JOHNNY RUIZ, and MICHAEL PARRIS did not receive an LWDA Notice within sixty-five (65) calendar days of the date of their notice.

28. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

29. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Santa Cruz.

30. Defendants, jointly and severally, employed Plaintiff JULIAN LOPEZ as an hourly-paid, non-exempt employee, from approximately August 2019 to approximately June 2021, in the State of California, County of Santa Cruz.

31. Defendants, jointly and severally, employed Plaintiff PARRIS as an hourly-paid,

1 non-exempt employee, from approximately August 2019 to approximately December 2019 and
2 from approximately January 2020 to approximately October 2021, in the State of California.

3 32. Defendants, jointly and severally, employed Plaintiff RUIZ as an hourly-paid,
4 non-exempt employee, from approximately July 2019 to approximately February 2021, in the
5 State of California.

6 33. Defendants, jointly and severally, employed Plaintiff MICHELLE LOPEZ as an
7 hourly-paid, non-exempt employee, from approximately February 2023 to approximately June
8 2023, in the State of California.

9 34. Defendants hired Plaintiffs and the other class members, classified them as
10 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
11 missed meal periods and/or rest breaks.

12 35. Defendants had the authority to hire and terminate Plaintiffs and the other class
13 members, to set work rules and conditions governing Plaintiffs' and the other class members'
14 employment, and to supervise their daily employment activities.

15 36. Defendants exercised sufficient authority over the terms and conditions of
16 Plaintiffs' and the other class members' employment for them to be joint employers of
17 Plaintiffs and the other class members.

18 37. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
19 class members.

20 38. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California.

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

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

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

5 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-
7 discretionary performance pay to calculate the regular rate of pay used to calculate the
8 overtime rate for the payment of overtime wages where Plaintiffs and the other class members
9 earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary
10 performance pay and overtime wages in the same workweek.

11 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 failed to provide Plaintiffs and the other class members all required rest and meal periods
13 during the relevant time period as required under the Industrial Welfare Commission Wage
14 Orders and thus they are entitled to any and all applicable penalties.

15 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
18 member's regular rate of pay when a meal period was missed, and they did not receive all meal
19 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
20 regular rate of pay when a meal period was missed.

21 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
24 member's regular rate of pay when a rest period was missed, and they did not receive all rest
25 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
26 regular rate of pay when a rest period was missed.

27 46. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
28 required Plaintiffs and the other class members to remain on Defendants' premises during

1 purported rest periods, thereby failing to relieve them of all employer control.

2 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to receive
4 at least minimum wages for compensation and that they were not receiving at least minimum
5 wages for all hours worked.

6 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 rounded the work time recorded by Plaintiffs and the other class members in a manner that was
8 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs
9 and the other class members being underpaid for their time worked.

10 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 all wages owed to them upon discharge or resignation, including overtime and minimum wages
13 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
14 them at the time of their discharge or resignation.

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

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

26 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Defendants had to keep complete and accurate payroll records
28 for Plaintiffs and the other class members in accordance with California law, but, in fact, did

1 not keep complete and accurate payroll records.

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

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

11 55. During the relevant time period, Defendants failed to pay overtime wages to
12 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
13 class members were required to work more than eight (8) hours per day and/or forty (40) hours
14 per week without overtime compensation for all overtime hours worked.

15 56. During the relevant time period, Defendants failed to use the shift differential
16 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
17 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
18 where Plaintiffs and the other class members earned shift differential pay/commissions/non-
19 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
20 workweek.

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

23 58. During the relevant time period, Defendants required Plaintiffs and the other
24 class members to remain on Defendants' premises during purported rest periods, thereby
25 failing to relieve them of all employer control.

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

28 60. During the relevant time period, Defendants rounded the work time recorded by

1 Plaintiffs and the other class members in a manner that was not fair and neutral on its face
2 and/or that favored Defendants over time, resulting in Plaintiffs and the other class members
3 being underpaid for their time worked.

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

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

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

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

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

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

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

21 **FIRST CAUSE OF ACTION**

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

23 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

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

27 69. California Labor Code section 1198 and the applicable Industrial Welfare
28 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without

1 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
2 rate of pay, depending on the number of hours worked by the person on a daily or weekly
3 basis.

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

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

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

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

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

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

25 76. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
26 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
27 attorneys' fees.

28 ///

1 **SECOND CAUSE OF ACTION**

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

3 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

4 77. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 76, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

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

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

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

26 82. During the relevant time period, Plaintiffs and the other class members who
27 were scheduled to work for a period of time no longer than six (6) hours, and who did not
28 waive their legally-mandated meal periods by mutual consent, were required to work for

1 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
2 (30) minutes and/or rest period.

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

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

11 85. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members the full meal period premium due pursuant to California Labor Code section
13 226.7.

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

16 87. Pursuant to applicable IWC Wage Order and California Labor Code section
17 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each work day that
19 the meal or rest period is not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

23 88. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 87, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

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

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

4 91. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

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

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

16 94. During the relevant time period, Defendants failed to pay Plaintiffs and the other
17 class members the full rest period premium due pursuant to California Labor Code section
18 226.7.

19 95. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 96. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

25 **FOURTH CAUSE OF ACTION**

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

27 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

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

1 through 96, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

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

6 99. During the relevant time period, Defendants failed to pay minimum wage to
7 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
8 1194, 1197, and 1197.1.

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

14 101. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
15 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
16 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
17 minimum wages.

18 102. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
19 members are entitled to recover liquidated damages in an amount equal to the wages
20 unlawfully unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

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

23 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

24 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 102, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 104. At all relevant times herein set forth, California Labor Code sections 201 and
28 202 provide that if an employer discharges an employee, the wages earned and unpaid at the

1 time of discharge are due and payable immediately, and if an employee quits his or her
2 employment, his or her wages shall become due and payable not later than seventy-two (72)
3 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
4 intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting.

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

9 106. Defendants' failure to pay Plaintiffs and the other class members who are no
10 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
11 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
12 201 and 202.

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

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

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 204)**

22 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

23 109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 108, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 110. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
28 any calendar month, other than those wages due upon termination of an employee, are due and

1 payable between the 16th and the 26th day of the month during which the labor was
2 performed.

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

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

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

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

15 **SEVENTH CAUSE OF ACTION**

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

17 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

18 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 114, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

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

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

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

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

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

22 121. Plaintiffs and the other class members are also entitled to injunctive relief to
23 ensure compliance with this section, pursuant to California Labor Code section 226(h).

24 **EIGHTH CAUSE OF ACTION**

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

26 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

27 122. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 121, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

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

9 124. Defendants have intentionally and willfully failed to keep accurate and complete
10 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
11 class members.

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

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

19 **NINTH CAUSE OF ACTION**

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

21 **(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)**

22 127. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 126, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 128. Pursuant to California Labor Code sections 2800 and 2802, an employer must
26 reimburse its employee for all necessary expenditures incurred by the employee in direct
27 consequence of the discharge of his or her job duties or in direct consequence of his or her
28 obedience to the directions of the employer.

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

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

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

TENTH CAUSE OF ACTION

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

(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)

132. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

135. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections

226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against BONNIE PLANTS, INC., BONNIE PLANTS, LLC, and DOES 1 through 100)

139. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 138, and each and every part thereof with the same force and effect as though fully set forth herein.

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

141. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action

1 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
2 assess a civil penalty.

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

7 **Failure to Pay Overtime**

8 143. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
9 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
10 unfair activity prohibited by California Labor Code sections 510 and 1198.

11 **Failure to Provide Meal Periods**

12 144. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
14 unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 145. Defendants’ failure to provide legally required rest periods to Plaintiffs and the
17 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
18 unfair activity prohibited by California Labor Code section 226.7.

19 **Failure to Pay Minimum Wages**

20 146. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
22 unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

23 **Failure to Timely Pay Wages Upon Termination**

24 147. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved
25 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
26 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

27 **Failure to Timely Pay Wages During Employment**

28 148. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

149. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

150. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

151. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

152. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for

each aggrieved employee per pay period for each subsequent violation;

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

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

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

154. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiffs JULIAN LOPEZ, PARRIS, RUIZ, and MICHELLE LOPEZ be appointed as the representatives of the Class;

3. That counsel for Plaintiffs be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

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

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 26. For pre-judgment interest on any unpaid compensation from the date such
28 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 the 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 the other class members who have left Defendants' employ;

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders

as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and

1 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
2 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
3 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
4 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

5 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
6 all pre-judgment interest from the day such amounts were due and payable;

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

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

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

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

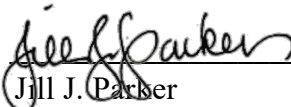
16 **As to the Eleventh Cause of Action**

17 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
18 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
19 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
20 1197.1, 1198, 2800 and 2802; and

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

22
23 Dated: June 14, 2024

PARKER & MINNE, LLP

24
25 By: 

Jill J. Parker

Attorneys for Julian Arreola Lopez,
Michael Parris, and Johnny Ruiz

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1 Dated: June 14, 2024

GAINES & GAINES, APLC

2
3 By: /s/ Daniel F. Gaines (as authorized on 6/14/24)

4 Daniel F. Gaines

5 *Attorneys for Michelle Lopez*

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