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 Superior Court of California
 County of Los Angeles

01/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

ABIGAEL NUNEZ, individually and on
 behalf of other individuals similarly situated,

Plaintiff,

vs.

SIERRA FOODS, INC., a California
 Corporation; and DOES 1 through 100,
 inclusive,

Defendant.

CASE NO. 23STCV22615

[Assigned to Hon. Lawrence Riff, Dept. 7]

**FIRST AMENDED CLASS ACTION AND
 PAGA COMPLAINT FOR:**

1. **Failure to Pay All Wages and Minimum Wages in Violation of *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198;**
2. **Failure to Pay Overtime Wages in Violation of *Labor Code* §§ 510 and 1198;**
3. **Failure to Provide Compliant Meal Periods in Violation of *Labor Code* §§ 226.7, 512, 516, and 1198;**
4. **Failure to Provide Compliant Rest Periods in Violation of *Labor Code* §§ 226.7, 516, 1198;**
5. **Failure to Furnish Accurate, Itemized Wage Statements in Violation of *Labor Code* § 226(a) and Failure to Maintain Accurate Records in Violation of *Labor Code* § 1174.5;**
6. **Failure to Timely Pay Wages During Employment in Violation of *Labor Code* § 204;**
7. **Failure to Pay All Wages Owed at Termination in Violation of *Labor Code* §§ 201-203;**
8. **Violations of California *Business & Professions Code* §§ 17200, *et seq.*; and**
9. **Civil Penalties Pursuant to PAGA *Labor Code* §§ 2698, *et seq.***

DEMAND FOR JURY TRIAL

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1 Plaintiff ABIGAEL NUNEZ, (hereinafter referred to as “Plaintiff”), hereby submits her First
2 Amended Class Action and PAGA Complaint against Defendants SIERRA FOODS, INC., a
3 California Corporation; and DOES 1-100 (hereinafter collectively referred to as “Defendants”) on
4 behalf of herself and the class of all other similarly situated current and former employees of
5 Defendants. Plaintiff brings this action upon information and belief, except as to her own actions, the
6 investigation of her counsel, and the facts that are a matter of public record, as follows:

7 **NATURE OF THE CASE**

8 1. This is a class action and Private Attorneys’ General Act (“PAGA”) representative
9 action brought pursuant to California *Code of Civil Procedure* § 382, challenging Defendant’s
10 systemic illegal employment practices resulting in violations of California Labor Code §§ 201, 202
11 203, 204, 221, 223, 226, 226.7, 510, 512, 516, 1182, 1194, 1197, 1198, and 2698, *et seq.*; California
12 *Business and Professions Code* § 17200, *et seq.* (“Unfair Competition Law”); and the applicable
13 Industrial Welfare Commission Wage Order.

14 2. Plaintiff seeks relief on behalf of herself, members of the Plaintiff Class, and aggrieved
15 employees as a result of employment policies, practices and procedures more specifically described
16 below, which violate the California *Labor Code*, and the orders and standards promulgated by the
17 California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor
18 Standards, and which have resulted in the failure of Defendants to pay Plaintiff and members of the
19 Plaintiff Class all wages due to them. Said employment policies, practices and procedures are
20 generally described as follows:

- 21 a. Failure to compensate Plaintiff and members of the Plaintiff Class for all hours worked;
22 b. Failure to compensate Plaintiff and members of the Plaintiff Class for overtime wages
23 due;
24 c. Failure to provide Plaintiff and members of the Plaintiff Class with compliant meal
25 breaks, or premium payments in lieu thereof;
26 d. Failure to provide Plaintiff and members of the Plaintiff Class with compliant rest
27 breaks, or premium payments in lieu thereof;
28 e. Failure to provide accurate itemized wage statements;

1 f. Failure to timely pay wages during employment; and

2 g. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff Class upon
3 termination or within 72 hours of resignation.

4 3. At all times relevant herein, on information and belief, Defendants have owned and
5 operated gas stations and/or convenient stores throughout California. At all relevant times,
6 Defendants issued and maintained uniform, standardized scheduling and timekeeping practices and
7 procedures for all non-exempt, hourly paid employees in California, including Plaintiff and others
8 similarly situated, regardless of their location or position.

9 4. Defendants have maintained policies, practices, and/or procedures across its locations
10 which have failed and continue to fail to pay Plaintiff and other non-exempt employees all wages.
11 Specifically, Defendants have a company-wide policy of rounding time to Defendants' benefit.
12 Similarly, Defendant had a uniform practice of failing to pay Plaintiff and similarly situated employees
13 overtime wages earned. Defendants did not provide all meal and rest periods to Plaintiff and similarly
14 situated employees and further failed to pay all applicable meal and rest period premiums to Plaintiff
15 and similarly situated employees for these missed meal and rest periods. As a result of these uniform
16 practices, Defendant did not properly itemize and identify Plaintiff's and similarly situated employees'
17 total hours worked, applicable hourly rates, or the corresponding hours worked at each hourly rate on
18 their wage statements and did not pay Plaintiff and similarly situated employees all wages due to them
19 at the time of their separation or termination.

20 5. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 engaged in, among other things a system of willful violations of the Labor Code and the applicable
22 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
23 employees the above stated rights and benefits.

24 6. The policies, practices and customs of Defendants described above and below have
25 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
26 routinely adhere to the structures of the California *Labor Code*, and California *Business and*
27 *Professions Code*.
28

1 7. This matter is brought as a class action pursuant to California *Code of Civil Procedure*
2 § 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically below, but
3 which is comprised, generally, of all former and current employees of Defendants
4 who hold or held the job positions which Defendants classified as “non-exempt” at any of Defendants’
5 facilities in California.

6 8. The California Plaintiff “Class Period” is defined as the period from four years prior to
7 the filing of this action through and including the date judgment is rendered in this matter. Plaintiff
8 herein reserves the right to amend this Complaint to reflect a different Class Period as discovery in
9 this matter proceeds.

10 9. Plaintiff brings Cause of Action Nine as a proxy of the State of California on behalf of
11 other aggrieved employees for penalties under the Private Attorneys General Act (PAGA). PAGA
12 provides that any civil penalty assessed and collected by the Labor and Workforce Development
13 Agency (LWDA) for violations of applicable provisions of the California *Labor Code* may, as an
14 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself
15 and other current or former employees pursuant to procedures outlined in California *Labor Code* §
16 2699.3. PAGA also provides that an aggrieved employee can bring a civil action on behalf of other
17 aggrieved employees for violation of any other *Labor Code* provision that does not itself contain a
18 civil penalty, in which case the civil penalties are assessed at \$100 for each aggrieved employee per
19 pay period for the initial violation and \$200 for each aggrieved employee per pay period for each
20 subsequent violation.

21 10. On September 18, 2023, Plaintiff provided written notice to the LWDA and by certified
22 mail to Defendants of the specific provisions of the California *Labor Code* alleged to have been
23 violated, including the facts and theories to support the alleged violations. More than 65 calendar
24 days have passed since the date notice was provided to the LWDA and Defendant. Accordingly,
25 Plaintiff has satisfied the administrative prerequisites under California *Labor Code* Section 2699.3(a)
26 to recover civil penalties against Defendant for violations of California *Labor Code* identified in this
27 First Amended Complaint.

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1 **JURISDICTION AND VENUE**

2 11. The court has jurisdiction over this class action pursuant to article 6, section 10 of the
3 California Constitution and *Code of Civil Procedure* section 410.10.

4 12. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
5 injunctive relief, including restitution of earned wages, arising from Defendants' unfair competition
6 under Business & Professions Code section 17203 and 17204. The Court also has jurisdiction over
7 Plaintiff's and the Class's claims pursuant to the applicable provisions.

8 13. The Court has jurisdiction over Plaintiff's and the Aggrieved Employees' claims for
9 penalties pursuant to the Private Attorneys General Act of 2004, *Labor Code* section 2698, *et seq.*

10 14. On information and belief, Defendants are either citizens of California, have sufficient
11 minimum contacts in California, or otherwise intentionally avails themselves of the California market
12 so as to render the exercise of jurisdiction over them by the California courts consistent with traditional
13 notions of fair play and substantial justice.

14 15. Venue is proper in Los Angeles County because the acts which give rise to this
15 litigation occurred in this county and Defendants do business in Los Angeles County.

16 **THE PARTIES**

17 16. The plaintiff is a resident of La Puente, California. She was employed by Defendants
18 from approximately November 2020 through June 2023. Plaintiff worked as a Cashier at one of
19 Defendants' Speedway Express gas stations / convenient stores located in Azuza, California.

20 17. Sierra Foods, Inc. is a California Corporation.

21 18. At all times relevant herein, on information and belief, Defendants have owned and
22 operated gas stations and/or convenient stores throughout California.

23 19. Plaintiff does not know the true names or capacities, whether individual, partner or
24 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
25 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
26 when the true names and capacities are known. Plaintiff is informed and believes, and based thereon
27 alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged
28 herein and proximately caused Plaintiff and members of the general public and class to be subject to

1 the illegal employment practices, wrongs and injuries complained of herein.

2 20. At all times herein mentioned, Defendants participated in the doing of the acts
3 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
4 each of them, were the agents, servants and employees of each of the other Defendants, as well as the
5 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
6 of said agency and employment.

7 21. Plaintiff is informed and believes, and based thereon alleges, that at all times material
8 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer
9 of, or working in concert with each of the other co-Defendants and were acting within the course and
10 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
11 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
12 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

13 22. At all times herein mentioned, Defendants, and each of them, were members of, and
14 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope
15 of, and in pursuance of, said joint venture, partnership and common enterprise.

16 23. At all times herein mentioned, the acts and omissions of various Defendants, and each
17 of them, concurred and contributed to the various acts and omissions of each and all of the other
18 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
19 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
20 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
21 and omissions of each and all of the other Defendants in proximately causing the damages as herein
22 alleged.

23 24. The members of the Plaintiff Class, including the representative Plaintiff named herein,
24 have been employed during the Class Period in California. The practices and policies which are
25 complained of by way of this First Amended Complaint are enforced throughout the State of
26 California.

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FACTUAL ALLEGATIONS

25. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26. Plaintiff and the members of the Plaintiff Class seek compensation from Defendants for the relevant time period because Defendants:

- a. Failed to compensate Plaintiff and members of the Plaintiff Class for all hours worked;
- b. Failed to compensate Plaintiff and the Plaintiff Class for overtime wages due;
- c. Failed to provide Plaintiff and members of the Plaintiff Class with compliant meal breaks, or premium payments in lieu thereof;
- d. Failed to provide Plaintiff and members of the Plaintiff Class with compliant rest breaks, or premium payments in lieu thereof;
- e. Failed to provide accurate itemized wage statements;
- f. Failed to timely pay wages during employment; and
- g. Failed to timely pay all wages due to Plaintiff and members of the Plaintiff Class upon termination or within 72 hours of resignation.

27. Defendant has engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

28. Defendants' utilization of such unfair business practices deprives Plaintiff and Class members of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

29. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered and have incurred expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according to proof at the time of trial.

Defendants' Failure to Pay all Wages and Minimum Wages

30. During the relevant time period, as a result of Defendants' policy and practice of rounding time entries, Defendants shaved time off of employees' actual time worked. This resulted

1 in Defendants' failure to pay at least minimum wages for all hours worked by Plaintiff and the Plaintiff
2 Class, in violation of California *Labor Code* § 1194.

3 31. Thus, Defendants did not compensate their hourly non-exempt employees for all the
4 minutes that they worked as described above, including but not limited to the time that the employees
5 were subject to the control and direction of Defendants; and/or the time that the employees were
6 suffered or permitted to work. Defendants owe each of their hourly employees for the unpaid "shaved"
7 and/or illegally "rounded" minutes.

8 ***Defendants' Failure to Pay Overtime Wages***

9 32. Plaintiff and members of the Plaintiff Class worked shifts of eight (8) hours a day or
10 more and/or forty (40) hours a week or more; at times, Plaintiff and members of the Plaintiff Class
11 worked shifts of twelve (12) hours a day or more.

12 33. Defendants did not compensate their hourly non-exempt employees for all overtime
13 and/or double time premium pay that accrued, despite systematically recording employees' time.

14 ***Failure to Provide Compliant Meal Periods***

15 34. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of
16 policy and/or practice, Defendants routinely failed to provide Plaintiff and the members of the plaintiff
17 class, with meal periods during which they were relieved of all duties, by requiring them to remain on
18 duty.

19 35. Throughout the Class Period, Defendants regularly:

- 20 a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period
21 of not less than thirty (30) minutes during which they are relieved of all duty before
22 working more than five (5) hours;
- 23 b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal
24 period of not less than thirty (30) minutes during which they are relieved of all duty
25 before working more than ten (10) hours per day;
- 26 c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their
27 regular rate of compensation for each workday that a meal period was not provided;
28 and

1 d. Failed to accurately record all meal periods.

2 ***Defendants' Failure to Provide Compliant Rest Breaks***

3 36. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed to
4 effectively communicate California rest period requirements to Plaintiff and the members of the
5 plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the
6 relevant time period Defendant failed to provide rest periods.

7 37. Throughout the Class Period, Plaintiff and the members of the plaintiff class were
8 routinely denied the rest breaks they were entitled to under California law.

9 38. Specifically, throughout the Class Period, Defendants regularly:

10 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
11 members of the plaintiff class were relieved of all duty for each four (4) hours of work
12 and able to take rest periods within the middle of the shift; and

13 b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their
14 regular rate of compensation for each workday that a rest period was not permitted.

15 ***Defendants' Failure to Provide Compliant Wage Statements***

16 39. During the relevant time period, Defendants have knowingly and intentionally
17 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
18 statements. For example, Defendants issued uniform wage statements to Plaintiff and the Plaintiff
19 Class that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
20 applicable hourly rates in effect during the pay period, including rates of pay for overtime wages
21 and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly
22 rate.

23 40. As a result, Plaintiff and the Plaintiff Class have been prevented from verifying, solely
24 from information on the wage statements themselves, that they were paid correctly and in full. Instead,
25 Plaintiff and the Plaintiff Class have had to look to sources outside of the wage statements themselves
26 and reconstruct time records to determine whether in fact they were paid correctly and the extent of
27 underpayment, thereby causing them injury.

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1 ***Defendants' Failure to Timely Pay all Wages During Employment***

2 41. California *Labor Code* § 204 requires that all wages earned by any person in any
3 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
4 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
5 of the month during which the labor was performed, and that all wages earned by any person in any
6 employment between the 16th and the last day, inclusive, of any calendar month, other than those
7 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
8 the following month.

9 42. California *Labor Code* § 204 also requires that all wages earned for labor in excess of
10 the normal work period shall be paid no later than the payday for the next regular payroll period.
11 Alternatively, *Labor Code* § 204 provides that the requirements of this section are deemed satisfied
12 by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
13 than seven (7) calendar days following the close of the payroll period.

14 43. During the class period, Defendants willfully failed to pay Plaintiff and the Plaintiff
15 Class all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and
16 rest period premiums, within the time periods specified by *Labor Code* § 204.

17 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

18 44. At all times, relevant hereto, California *Labor Code* § 201 required an employer that
19 discharges an employee to pay compensation due and owing to said employee immediately upon
20 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
21 compensation due and owing to said employee within seventy-two (72) hours of an employee's
22 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay
23 compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the
24 employer is liable for waiting time penalties in the form of continued compensation for up to thirty
25 (30) work days.

26 45. Defendants willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon
27 termination of employment all accrued compensation, including, but not limited to, overtime wages,
28 minimum wages, and/or meal and rest period premiums.

1 ***Facts Regarding Willfulness***

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and
3 were advised by skilled lawyers, other professionals, employees with human resources background
4 and advisors with knowledge of the requirements of California wage and hour laws.

5 47. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
6 Defendants had a consistent policy or practice of failing to compensate the Plaintiff Class members,
7 including Plaintiff.

8 48. Plaintiff is informed and believes and based thereon alleges that at all relevant times,
9 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were
10 and are entitled to be compensated for all time worked.

11 ***Unfair Business Practices***

12 49. Defendants have engaged in, and continue to engage in, unfair business practices in
13 California by practicing, employing and utilizing the employment practices and policies outlined
14 above.

15 50. Defendants' utilization of such unfair business practices constitutes unfair competition
16 and provides an unfair advantage over Defendants' competitors.

17 51. Defendants' utilization of such unfair business practices deprives Plaintiff and the
18 Plaintiff Class of the general minimum working standards and entitlements due them under California
19 law and the Industrial Welfare Commission wage orders as described herein.

20 52. As a direct result of the wage and hour violations herein alleged, Plaintiff and the
21 Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment
22 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage in
24 amounts according to proof at the time of trial.

25 ***Plaintiff's Exhaustion of Administrative Remedies***

26 53. Plaintiff has complied with the procedures for bringing suit for civil penalties under
27 the Private Attorneys General Act ("PAGA") codified in Labor Code §§ 2698 *et seq.*

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54. Pursuant to the requirements for bringing suit under PAGA enumerated in *Labor Code* § 2699.3, Plaintiff provided notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants, by letter dated September 18, 2023, of the specific provisions of the *Labor Code* alleged to have been violated, including the facts and theories to support the alleged violations.

55. More than sixty-five (65) days have passed since the date the notice was mailed to Defendants and the LWDA.

56. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants for violations of the California Labor Code identified in this First Amended Complaint.

CLASS ACTION ALLEGATIONS

57. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

58. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action, pursuant to California *Code of Civil Procedure* § 382. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

Plaintiff Class

All persons who have been, or currently are, employed by Defendants in the State of California, and who held, or hold, job positions which Defendants have classified as “non-exempt,” during the Class Period (“Class Period” is defined as the period from four years prior to the filing of this action, through and including the date judgment is rendered in this matter).

Terminated Sub Class

All members of the Plaintiff Class whose employment ended during the Class Period.

(Collectively “Plaintiff Class” or “Class Members”)

59. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the class period, potentially hundreds of class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by

Defendants in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

60. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all Class Members, and predominate over any questions affecting solely individual members of the class. Among the questions of law and fact that are relevant to the adjudication of class members claims, are as follows:

- a. Whether Plaintiff and members of the Plaintiff Class are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendants had a standard policy of not providing compliant meal breaks and/or premiums to Plaintiff and members of the Plaintiff Class;
- e. Whether Defendants had a standard policy of not providing compliant rest breaks and/or premiums to Plaintiff and members of the Plaintiff Class;
- f. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of *Labor Code* § 226;
- g. Whether Defendants maintained accurate records of the hours worked by employees;
- h. Whether Defendants failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment;
- i. Whether Defendants unlawfully and/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;
- j. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and
- k. Whether Defendants' conduct as alleged herein violates the Unfair Business

Practices Act of California (*Bus. & Prof. Code*, § 17200 *et seq.*)

61. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendants' common course of conduct, including, but not limited to, their failure to provide their non-exempt employees with compliant meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failure to provide them with proper wages and overtime, failure to timely pay wages and pay all wages upon termination, and failure to provide employees with compliant wage statements, has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

62. Adequacy of Representation: Plaintiff is an adequate representative of the proposed classes because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the classes. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

63. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in potentially hundreds of individual, repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments, a "race to the courthouse," and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

64. The various claims asserted in this action are additionally or alternatively certifiable under the provisions of the *Code of Civil Procedure* § 382 because:

- a. The prosecution of separate actions by potentially hundreds of individual class members would create a risk of varying adjudications with respect to individual class members, thus establishing incompatible standards of conduct for Defendants; and
- b. The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Failure To Pay All Wages

Labor Code §§ 221, 223, 1182, 1194, 1197, 1198, and Applicable IWC Wage Orders

(By Plaintiff and the Members of the Plaintiff Class Against Defendants)

65. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

66. At all times relevant herein, which comprise the time period not less than four (4) years preceding the filing of this action, Defendants were required to compensate their hourly employees for all hours worked upon reporting for work at the appointed time stated by the employer, pursuant to the Industrial Welfare Commission Orders and California *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198.

67. For at least the four (4) years preceding the filing of this action, Defendants failed to compensate employees for all hours worked. Defendants implemented policies that actively prevented employees from being compensated for all time worked by “rounding” and/or “shaving” time.

68. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with *Labor Code* § 218.5, and penalties pursuant to *Labor Code* §§ 203 and 206.

1 69. The applicable IWC wage order section 2(G) defines “hours worked” to mean “the
2 time during which an employee is subject to the control of an employer and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so.”

4 70. California *Labor Code* § 1194(a) provides in relevant part: “Notwithstanding any
5 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is
6 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ...
7 including interest thereon, reasonable attorney’s fees, and costs of suit.”

8 71. California *Labor Code* § 1194.2(a) provides in relevant part: “In any action under
9 section 1193.6 or section 1194 to recover wages because of the payment of a wage less than the
10 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
11 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

12 72. California *Labor Code* § 1197 provides: “The minimum wage for employees fixed by
13 the commission is the minimum wage to be paid to employees, and the payment of a less wage than
14 the minimum so fixed is unlawful.”

15 73. Plaintiff is informed and believes, and therefore alleges, that Defendants’
16 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours spent
17 performing their job duties.

18 74. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff
19 Class for each and every hour worked violates California *Labor Code* §§ 1182.11-1182.12, 1194,
20 1194.2, and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

21 75. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for
22 each and every hour worked violates *Labor Code* §§ 221 and 223; the applicable IWC wage order
23 section 3; and Business & Professions Code.

24 76. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual,
25 compensatory, punitive, and exemplary damages in amounts according to proof at the time of trial.

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1 **SECOND CAUSE OF ACTION**

2 **Unpaid Overtime**

3 **California Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendants)**

5 77. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 78. At all times relevant herein, which comprise of the time period not less than four (4)
8 years preceding the filing of this action, Defendants were required to compensate their hourly
9 employees for all overtime hours worked.

10 79. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare
11 Commission (“IWC”) wage order require employers to pay employees for all hours worked in excess
12 of (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1
13 ½) times the regular rate of pay. Employers are similarly required to pay employees at a rate of two
14 (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

15 80. Defendants willfully failed to pay all overtime wages owed to Plaintiff and the Plaintiff
16 Class. During the relevant time period, Plaintiff and members of the Classes were not paid overtime
17 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve
18 (12) hours in a day, and/or in excess of forty (40) hours in a week, despite having a system in place
19 for recording all hours worked.

20 81. Defendants’ failure to pay Plaintiff and members of the Classes the balance of overtime
21 compensation, as required by California law, violates the provisions of Labor Code sections 510 and
22 1198. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney’s fees, costs,
23 and interest thereon.

24 **THIRD CAUSE OF ACTION**

25 **Non-Compliant Meal Breaks**

26 **Labor Code §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

27 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

28 82. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth

1 herein.

2 83. For at least the four (4) years preceding the filing of this action, Defendants failed to
3 provide meal breaks as required by law.

4 84. California *Labor Code* § 226.7(a) provides that: “No employer shall require any
5 employee to work during any meal or rest period mandated by an applicable order of the Industrial
6 Welfare Commission.”

7 85. California *Labor Code* § 512 provides that: “An employer may not employ an
8 employee for a work period of more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes, except that if the total work period per day of the employee
10 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
11 employee. An employer shall not employ an employee for a work period of more than 10 hours per
12 day without providing the employee with a second meal period more not less than 30 minutes, except
13 that if the total hours worked is no more than 12 hours, the second meal period may be waived by
14 mutual consent of the employer and the employee only if the first meal period was not waived.”

15 86. The applicable Wage Order Section 11(D) states “If an employer fails to provide an
16 employee a meal period in the applicable provisions of this order, the employer shall pay the employee
17 one (1) hour of pay at the employee’s regular rate of compensation each day that the meal period is
18 not provided.”

19 87. Throughout the Class Period, Plaintiff and the members of the Plaintiff Class
20 consistently worked over five (5) hours per work period, and therefore, were entitled to a meal period
21 of not less than thirty (30) minutes prior to exceeding five (5) hours of employment. At times, Plaintiff
22 and members of the Plaintiff Class worked shifts of ten (10) hours or more, and were thus entitled to
23 a second meal period of not less than thirty (30) minutes.

24 88. At all times relevant to this Complaint, Defendants failed, and have continued to fail,
25 to provide Plaintiff and members of the Plaintiff Class with timely and uninterrupted meal periods,
26 and/or to provide meal periods whatsoever.

27 89. Defendants failed to pay Plaintiff and the Class members the full statutory penalty for
28 all non-complaint meal breaks.

1 the middle of each work period” and that the “rest period time shall be based on the total hours worked
2 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
3 the total daily work time is less than three and one-half (3 ½) hours.

4 95. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class
5 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
6 and every four (4) hours or major fraction thereof worked during the workday.

7 96. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants
8 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods
9 without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not
10 waived their right to the same. Thus, Defendants failed to provide Plaintiff and members of the
11 Plaintiff Class with rest periods required by California *Labor Code* §§ 226.7, 512, and 516, the
12 applicable IWC wage order section 11 and categorically failed to pay any and all rest period wages
13 due.

14 97. Plaintiff and Class Members seek damages pursuant to California *Labor Code* §
15 226.7(b) and the applicable IWC wage order section 11(D), in the amount of one additional hour of
16 pay at the regular rate for each work day that the rest period is/was not provided or provided late to
17 Plaintiff and any member of the Plaintiff Class, the cumulative sum of which is to be determined at
18 trial.

19 98. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
20 Defendants’ failure to provide rest periods, plus interest, attorneys’ fees, expenses, and costs of suit
21 pursuant to *Labor Code* § 226.7(b) and the applicable wage order.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

24 **Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders**

25 **(By Plaintiff and Members of the Putative Class Against Defendants)**

26 99. Plaintiff hereby incorporates by reference each and every one of the allegations
27 contained in the preceding paragraphs as if the same were fully set forth herein.

28 100. California *Labor Code* § 226(a) and the applicable IWC wage order section 6(B)

1 requires employers to furnish each employee with a statement itemizing, among other things, the total
2 hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

3 101. California *Labor Code* § 226(e) provides that if an employer fails to comply with
4 providing an employee with properly itemized wage statements as set forth in section 226(a), then the
5 employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in
6 which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to
7 exceed \$4,000. Further, *Labor Code* § 226.3 provides that any employer who violates section 226(a)
8 shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation
9 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to
10 provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

11 102. Defendants knowingly and intentionally failed to furnish Plaintiff and the members of
12 the Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the
13 applicable IWC Wage order section 6(B).

14 103. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and
15 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
16 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly
17 rates in effect during each respective pay period and the corresponding number of hours worked at
18 each hourly rate by each respective individual.

19 104. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain
20 accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the
21 members of the Classes as required under *Labor Code* § 1174.5. This is a result of missing hours
22 worked, unpaid overtime, and missed meal and rest-break premiums, as illustrated above.

23 105. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff
24 Class suffered injuries in the form of confusion over whether they received all wages owed to them,
25 and difficulty and expense in reconstructing pay records in addition to other injuries which may come
26 to light during the discovery process.

27 106. California *Labor Code* § 1198 provides that the maximum hours of work and the
28 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the

1 applicable IWC wage order. Section 1198 further provides that “[t]he employment of any employees
2 for longer hours than those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep accurate time
4 records showing when the employee begins and ends each work period and meal period.

5 107. During the relevant time period, Defendants failed, on a company-wide basis, to keep
6 accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff
7 Class, in violation of *Labor Code* § 1198.

8 108. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties
9 pursuant to *Labor Code* § 226(e) for Defendants’ violations of *Labor Code* § 226(a).

10 109. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and
11 an award of reasonable attorneys’ fees and costs pursuant to *Labor Code* § 226(h).

12 **SIXTH CAUSE OF ACTION**

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

14 **Labor Code § 204 and Applicable IWC Wage Orders**

15 **(By Plaintiff and Members of the Putative Class Against Defendants)**

16 110. Plaintiff hereby incorporates by reference each and every one of the allegations
17 contained in the preceding paragraphs as if the same were fully set forth herein.

18 111. California *Labor Code* § 204 requires that all wages earned by any person in any
19 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
20 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
21 of the month during which the labor was performed, and that all wages earned by any person in any
22 employment between the 16th and the last day, inclusive, of any calendar month, other than those
23 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
24 the following month.

25 112. California *Labor Code* § 204 also requires that all wages earned for labor in excess of
26 the normal work period shall be paid no later than the payday for the next regular payroll period.
27 Alternatively, *Labor Code* § 204 provides that the requirements of this section are deemed satisfied
28 by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more

1 than seven (7) calendar days following the close of the payroll period.

2 113. During the class period, Defendants willfully failed to pay Plaintiff and members of
3 the Classes all wages due including, but not limited to, all wages, overtime, and/or meal and rest period
4 premiums, within the time periods specified by California *Labor Code* § 204.

5 114. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
6 Class have been damaged in an amount according to proof at time of trial.

7 **SEVENTH CAUSE OF ACTION**

8 **Failure to Pay Wages at Time of Termination (Waiting Time Penalties)**

9 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

10 **(By Plaintiff and Members of the Terminated Sub Class Against Defendants)**

11 115. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
12 herein.

13 116. At all times, relevant herein, Defendants were required to pay their employees all
14 wages owed in a timely fashion during and at the end of their employment, pursuant to California
15 *Labor Code* §§ 201-203.

16 117. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members
17 of the Terminated Sub Class their final wages pursuant to *Labor Code* §§ 201-203, and accordingly
18 owe waiting time penalties pursuant to *Labor Code* § 203.

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

25 119. On information and belief, Defendants have a company-wide practice or policy of
26 paying departing employees their final wages late, instead of adhering to the time requirements set
27 forth in California *Labor Code* §§ 201 and 202.

28 120. Specifically, Defendants willfully failed to pay Plaintiff and members of the

1 Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to,
2 overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge,
3 or within seventy-two (72) hours of their leaving Defendants' employ.

4 121. Plaintiff and members of the Terminated Sub Class are entitled to recover civil
5 penalties, attorney's fees, costs, and interest thereon, pursuant to California *Labor Code* § 256.

6 **EIGHTH CAUSE OF ACTION**

7 ***Business and Professions Code § 17200, et seq.***

8 **(By Plaintiff and the Members of the Plaintiff Class, Against Defendants)**

9 122. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
10 herein.

11 123. Section 17200 of the California *Business and Professions Code* prohibits any unlawful,
12 unfair or fraudulent business act or practice.

13 124. Plaintiff brings this cause of action in a representative capacity on behalf of the general
14 public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and
15 members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary
16 damages because of Defendants' actions.

17 125. The actions by Defendants as herein alleged amount to conduct which is unlawful and
18 a violation of law. As such, said conduct amounts to unfair business practices in violation of California
19 *Business and Professions Code* § 17200, *et seq.*

20 126. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the
21 Plaintiff Class by denying them wages due and payable, and by failing to pay all wages due in a timely
22 manner at the time of termination (for the Terminated Sub Class). Defendants' actions are thus
23 substantially injurious to Plaintiff and the members of the Plaintiff Class, causing them injury in fact
24 and loss of money.

25 127. Because of such conduct, Defendants have unlawfully and unfairly obtained monies
26 due to the Plaintiff and the members of the Plaintiff Class.

27 128. All members of the Plaintiff Class can be identified by reference to payroll and related
28 records in the possession of the Defendant. The amount of wages due to Plaintiff and members of the

1 Plaintiff Class can be readily determined from Defendants' records. The Class Members are entitled
2 to restitution of monies due and obtained by Defendants during the Class Period as a result of
3 Defendants' unlawful and unfair conduct.

4 129. During the Class Period, Defendants committed, and continue to commit, acts of unfair
5 competition as defined by § 17200, *et seq.*, of the *Business and Professions Code*, by and among other
6 things, engaging in the acts and practices described above.

7 130. Defendants' course of conduct, acts, and practices in violation of the California law as
8 mentioned in each paragraph above constitutes a separate and independent violation of § 17200, etc.,
9 of the *Business and Professions Code* in that it is fraudulent, improper and unfair.

10 131. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully denied
11 lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices
12 and therefore, Defendants' actions described herein constitute an unfair business practice or act within
13 the meaning of *Business and Professions Code* § 17200.

14 132. Defendants' conduct described herein threatens an incipient violation of California's
15 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
16 threatens or harms competition.

17 133. Defendants' course of conduct described herein further violates California *Business*
18 *and Professions Code* § 17200 in that it is fraudulent, improper, and unfair.

19 134. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
20 described herein-above have injured Plaintiff and members of the Plaintiff Class in that they were
21 wrongfully denied the timely and full payment of wages due to them.

22 **NINTH CAUSE OF ACTION**

23 **Civil Penalties Pursuant to PAGA (*Labor Code* §§ 2698, *et seq.*)**

24 **(On Behalf of All Aggrieved Employees Against Defendant)**

25 135. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
26 herein.

27 136. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
28 California Labor Code §§ 2698-99) applied to Defendants' employment of Plaintiff and the proposed

1 Class Members.

2 137. At all times set forth herein, California Labor Code § 2699(a) has provided that any
3 provision of law under the California Labor Code that provides for a civil penalty to be assessed and
4 collected by the Labor and Workforce Development Agency (LWDA) for violations of the California
5 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
6 employee on behalf of himself and other current or former employees pursuant to procedures outlined
7 in California Labor Code § 2699.3.

8 138. At all times set forth herein, the PAGA has also provided that for the violation of any
9 Labor Code provision that does not itself contain a civil penalty, there are established civil penalties
10 of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each
11 aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

12 139. A civil action under PAGA may be brought by an “aggrieved employee,” any person
13 that was employed by the alleged violator and against whom one or more of the alleged violations was
14 committed.

15 140. Defendant has been committing, and continues to commit, violations of the California
16 Labor Code, including, but not limited to:

- 17 a. violations of Labor Code sections 510, 1198;
- 18 b. violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197,
19 1198;
- 20 c. violations of Labor Code sections 226.7, 512, 516, and 1198;
- 21 d. violations of Labor Code sections 226, 1174, and 1174.5;
- 22 e. violations of Labor Code sections 201 and 202;
- 23 f. violations of Labor Code section 204; and
- 24 g. violations of Labor Code section 1198.

25 141. Plaintiff was employed by Defendants and the alleged violations have been committed
26 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
27 other employees are “aggrieved employees” as defined by California Labor Code §2699(c) in that
28 they are all current or former employees of Defendant, and one or more of the alleged violations were

1 committed against them.

2 142. Pursuant to California Labor Code § 2699.3, aggrieved employees, including Plaintiff,
3 may pursue a civil action arising under the PAGA after the following requirements have been met:

- 4 a. The aggrieved employee shall give written notice (hereinafter “Employee’s
5 Notice”) to the LWDA and the employer of the specific provisions of the California
6 Labor Code alleged to have been violated, including the facts and theories to
7 support the alleged violations;
- 8 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
9 the aggrieved employee by certified mail that it does not intend to investigate the
10 alleged violations sixty (60) calendar days of the postmark date of the Employee’s
11 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
12 within sixty-five (65) calendar days of the postmark date of the Employee’s Notice,
13 the aggrieved employee may commence a civil action pursuant to California Labor
14 Code §2699 to recover civil penalties in addition to any other penalties to which
15 the employee may be entitled.

16 143. By letter dated September 18, 2023, required notice was provided to the Labor and
17 Workforce Development Agency (“LWDA”) and Defendants, of the specific provisions of the Labor
18 Code alleged to have been violated, including the facts and theories to support the alleged violations.

19 144. More than sixty-five (65) days have passed since the date the notice was mailed to
20 Defendants and the LWDA, and Plaintiff has received no response from the LWDA indicating that it
21 plans to investigate. Thus, Plaintiff has satisfied the administrative prerequisites under California
22 *Labor Code* Section 2699.3(a) to recover civil penalties against Defendants for violations of California
23 Labor Code identified in this First Amended Complaint.

24 145. Accordingly, Plaintiff and the other aggrieved employees are entitled to and seek to
25 recover civil penalties for Defendants’ violations of the Labor Code during the applicable limitations
26 period.

27 146. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of herself and
28 the other aggrieved employees, is entitled to an award of reasonable attorneys’ fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the Class Members, and the Aggrieved Employees pray for judgment as follows:

1. For an order certifying this class action on behalf of the proposed Plaintiff Class and Terminated Sub-Class;
2. For an order that Plaintiff's counsel be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
5. For compensatory damages;
6. For statutory penalties pursuant to the applicable wage order, and California *Labor Code* §§ 200, 203, 210, 226, 226.3, and 226.7;
7. For civil penalties pursuant to *Labor Code* §§ 2698, *et seq.*;
8. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§ 226, 1194, and 2699(g)(1);
9. For reasonable attorneys' fees pursuant to California *Labor Code* §§ 218.5, 226, 1194, and 2699(g)(1) and Code of Civil Procedure § 1021.5, and/or other applicable law, and;
10. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law;
 - a. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198 and the applicable Wage Orders for failing to pay all wages;
 - b. California *Labor Code* §§ 510, 1198 and the applicable Wage Orders for failing to pay overtime;
 - c. California *Labor Code* §§ 226.7, 512, 516, 1198 and the applicable Wage Orders for failing to provide compliant meal and rest breaks, and/or premiums in lieu thereof;
 - d. California *Labor Code* § 226 and the applicable Wage Orders by failing to

1 provide compliant wage statements;

2 e. California *Labor Code* § 1174.5 and the applicable Wage Orders for failing to
3 maintain accurate records;

4 f. California *Labor Code* § 204 and the applicable Wage Orders for failing to pay
5 wages timely during employment;

6 g. California *Labor Code* §§ 201-203 and the applicable Wage Orders for failing
7 to timely pay all wages due at termination;

8 h. California *Business & Professions Code* §§ 17200 by violating the provisions
9 set forth herein above.

10 11. For all such other and further relief that the Court may deem just and proper.

11
12 DATED: January 29, 2024

BRADLEY/GROMBACHER, LLP

13
14 By: 

15 _____
16 Marcus J. Bradley, Esq.
17 Kiley Lynn Grombacher, Esq.
18 Corey S. Smith, Esq.
19 Sahag Majarian, II, Esq.
20 Attorneys for Plaintiff

21
22 **JURY DEMAND**

23 Plaintiff demands a trial by jury on all issues so triable as a matter of right.

24
25 DATED: January 29, 2024

BRADLEY/GROMBACHER, LLP

26
27 By: 

28 _____
29 Marcus J. Bradley, Esq.
30 Kiley Lynn Grombacher, Esq.
Corey S. Smith, Esq.
Sahag Majarian, II, Esq.
Attorneys for Plaintiff

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 29, 2024, I served the foregoing document described as:
FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT
on all interested parties in said action:

Pursuant to the Court's Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Suzette Becker

Suzette Boucher

Abigail Nunez v. Sierra Foods, Inc.
Los Angeles County Superior Court
Case No. 23STCV22615

Service List

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