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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

VALESKA CAROLINA PEREZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

DEL REAL, LLC, dba DEL REAL FOODS, a
California limited liability company; MIREYA
RAMOS DEMOS, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NUMBER: CIVSB2402207

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Pay Timely Wages
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Indemnify Employees for Necessary Expenditures
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

This is a class action brought by Valeska Carolina Perez, on behalf of herself and all other similarly situated individuals (“Plaintiff”), against her former employers, Defendants, Del Real, LLC dba Del Real Foods, a California limited liability company (“Del Real”) and Mireya Ramos Demos LLC, a California limited liability company (“Mireya Demos”, or collectively as “Defendants”), in order to hold Defendants accountable for their wage theft and other violations of California wage and hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on her respective personal knowledge.

1. Defendants earn significant profits in large part due to stealing wages and other compensation from its non-exempt employees, many of whom are unaware of their rights under California wage and hour laws and who are susceptible to such exploitation.

2. In order to minimize labor costs, Defendants have willfully failed to implement proper policies to comply with California wage and hour laws. For example, Defendants do not properly inform their employees of their rights to take meal periods as required under California law as meal periods are often less than thirty (30) minutes, but Defendants fail to pay meal period premium payments for the non-compliant meal periods. As a result, and due in part to other common unlawful policies and practices, Plaintiff and Class members have been systematically denied the ability to take the meal periods that they are legally entitled to take.

3. Defendants similarly do not provide information of other rights provided under California law, including the right to be paid minimum and overtime wages, or the right to be reimbursed for employment-related expenses. Plaintiff and Class members were systematically denied proper overtime and minimum wage compensation and did not receive reimbursements for the expenses they incurred in the discharge of their job duties.

4. Moreover, Defendants have implemented practices that conceal the ability of non-exempt employees to discover its unfair and unlawful employment practices. For example, Defendants failed to provide and maintain records relating to the provision of supplemental COVID-19 sick leave pursuant to Cal. Lab. Code § 248.6 to Plaintiff and the other Class

1 members, which has been declared by the State of California as an unfair business practice. The
2 intent and consequences of Defendants actions not to pay employees supplemental COVID-19
3 effectively required the employees to use other forms of leave, not receive sick pay wages, or go
4 to work sick and further spread the COVID-19 virus to others during the pandemic.

5 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
6 herself and a Class of all current and former non-exempt employees of Defendants during the
7 applicable limitations period to compensate these workers for the wages that Defendants have
8 stolen from them and to protect current and future workers from being subjected to similar wage
9 theft and unlawful working conditions perpetrated by Defendants.

10 **JURISDICTION AND VENUE**

11 6. The Superior Court of the State of California has jurisdiction in this matter because
12 Plaintiff is a resident and citizen of California and Deal Real and Mireya Demos are California
13 corporations that are qualified to do business and regularly conduct business in California. No
14 federal question is at issue because Plaintiff's claims are based solely on California law.

15 7. Venue is proper in this judicial district and the County of San Bernardino because
16 Plaintiff, and all other persons similarly situated, performed work for Defendants in the County of
17 San Bernardino, Mireya Demos maintains its corporate headquarters and facilities in Fontana,
18 California (a city located in the County of San Bernardino), and Defendants illegal payroll policies
19 and practices, which are the subject of this action were applied, at least in part, to Plaintiff, and
20 other persons similarly situated, in the County of San Bernardino.

21 **PLAINTIFF**

22 8. Plaintiff is a resident and citizen of the State of California and a former employee
23 of Defendants. Plaintiff was hired by Mireya Demos as a nonexempt, hourly employee and placed
24 to work at Del Real. Plaintiff worked on equipment relating to the packaging of rice for Del
25 Real's prepackaged food products. Plaintiff was employed by Defendants from June 22, 2022,
26 through August 18, 2023.

27 9. Plaintiff, on behalf of herself and all other similarly situated individuals, brings this
28 class action to recover, among other things, wages and penalties from unpaid wages earned and

1 due, including but not limited to, Defendants failure to provide legally compliant meal and rest
2 breaks and failure to provide proper compensation for missed, short, interrupted and otherwise
3 unlawful meal and rest breaks, unpaid and illegally calculated, and rounded regular and overtime
4 compensation, Defendants failure to pay all wages due to discharged or quitting non-exempt
5 employees, Defendants failure to maintain required records and failure to provide accurate
6 itemized wage statements, and Defendants failure to indemnify non-exempt employees for
7 necessary expenditures and/or losses incurred in discharging their duties.

8 **DEFENDANTS**

9 10. Del Real is, and at all times relevant herein was, a limited liability company
10 organized and existing under the laws of the State of California. On information and belief, Del
11 Real is authorized to conduct business in the State of California, and does conduct business in the
12 State of California. Del Real maintains its corporate headquarters in Mira Loma, California and it
13 conducts business in the County of San Bernardino and throughout the State of California.

14 11. Mireya Demos is, and at all times relevant herein was, a limited liability company
15 organized and existing under the laws of the State of California. On information and belief,
16 Mireya Demos is authorized to conduct business in the State of California, and does conduct
17 business in the State of California. Mireya Demos maintains its corporate headquarters in
18 Fontana, California and it conducts business in the County of San Bernardino and throughout the
19 State of California.

20 12. Each and every Defendants jointly employed Plaintiff and jointly and separately
21 employed other Class Members who are subject to the same California Labor Code violations at
22 all times alleged herein

23 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names.
25 Upon information and belief, each Defendant designated as a DOE is in some manner highly
26 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
27 damages, as alleged herein, were proximately caused by the conduct of such DOE defendants.

1 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
2 capacities of such DOE defendants when ascertained.

3 14. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff
4 and Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
5 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

6 **CLASS ACTION ALLEGATIONS**

7 15. Plaintiff brings this action on behalf of herself and the following similarly situated
8 Class of individuals (“Class members”):

9 All current and former non-exempt employees of Defendants who performed work for
10 Defendants in the state of California during the period beginning four (4) years prior to the
11 filing of this action until the present.

12 16. Plaintiff reserves the right to name additional Class representatives as may be
13 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
14 the proposed Class and/or add subclasses before the Court determines whether certification is
15 appropriate.

16 17. This action is appropriately suited for a class action because:

17 A. The proposed Class is a significant number. Plaintiff is informed and
18 believes that the proposed Class consists of at least 100 non-exempt employees. Joinder of all
19 current and former non-exempt employees individually would be impractical, and a class action is
20 the most efficient way to litigate the alleged violations.

21 B. This action involves common questions of law and fact to the proposed
22 Class because the action focuses on the Defendants systematic course of illegal payroll practices
23 and policies, which was applied to all non-exempt employees in uniform violation of the
24 California Labor Code, IWC Wage Orders, and the California Business and Professions Code,
25 which prohibits unfair business practices arising from such violations.

26 C. Plaintiff’s claims are typical of the proposed Class because Defendants
27 subjected all of its non-exempt employees to the similar and overlapping violations of the
28 California Labor Code, the applicable IWC wage order, and the California Business and
Professions Code.

1 D. Plaintiff is able to fairly and adequately protect the interests of all members
2 of the proposed Class because it is in her best interests to prosecute the claims alleged herein to
3 obtain full compensation due to the proposed Class for all services rendered and hours worked.
4 Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Required Meal Periods**

7 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and**

8 **§ 10 of All Applicable IWC Wage Orders]**

9 **(On Behalf of Plaintiff and the Class against Defendants)**

10 18. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 17 (A-D).

12 19. During the Class period, as part of Defendants unlawful policies and practices to
13 deprive its non-exempt employees of all wages earned and due, Defendants required, permitted or
14 otherwise suffered Plaintiff and Class members to perform work during their meal periods, to
15 completely skip their meal periods, to take late and short meal periods, or rounded meal periods up
16 to thirty (30) minutes to make it appear the meal periods were compliant, and Defendants have
17 otherwise failed to provide the required meal periods to Plaintiff and Class members as required
18 under California Labor Code §§ 226.7, 512, and § 10 of the applicable IWC Orders.

19 20. Defendants have implemented several common policies and practices that have
20 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
21 periods.

22 21. Defendants did not have legally compliant meal period policies and did not
23 properly notify Plaintiff and Class members of their rights under California law to take full,
24 timely, uninterrupted meal periods. For example, Defendants did not post required wage and hour
25 posters at the workplace, did not provide proper training, and did not implement adequate
26 schedules regarding meal periods, resulting in systemic missed and non-compliant meal periods.
27 As a direct result of Defendants practices to conceal their legal rights, Plaintiff and Class members
28 routinely missed meal periods altogether, and also took late and short meal periods.

1 22. To the extent Defendants had any meal period policies, their policies were to
2 actively discourage such meal periods. Defendants fostered a culture in which taking a meal
3 period came second to completing an unreasonable amount of work within the scheduled shift.
4 Defendants consistently denied Plaintiff and Class members compliant meal periods by requiring
5 them to complete so much work within their shifts that they would be forced to skip their meal
6 periods, to take them after working longer than five (5) hours, to perform work during their meal
7 periods, or return to work after taking less than a thirty (30) minute meal period.

8 23. Defendants have also violated Cal. Lab. Code §§ 226.7 and 512, § 10 of the
9 applicable IWC Orders, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
10 17200 *et. seq.*, by failing to compensate Plaintiff and Class members for untimely, uninterrupted
11 or short meal periods, in accordance with the applicable wage order, one additional hour of
12 compensation at the proper regular rate of pay for each workday that such a meal period was not
13 compliant.

14 24. Defendants have further violated Cal. Lab. Code §§ 226.7, 510, 1194, 1197 by
15 failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

16 25. As a proximate result of the aforementioned violations, Plaintiff and Class
17 members have been damaged in an amount according to proof at trial, and seek all wages earned
18 and due, interest, penalties, expenses, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Required Rest Breaks**

21 **[Cal. Lab. Code §§ 226.7, 512; and § 11 of All Applicable IWC Wage Orders]**

22 **(On Behalf of Plaintiff and the Class against Defendants)**

23 26. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 25.

25 27. At all times relevant herein, as part of Defendants illegal payroll policies and
26 practices to deprive their non-exempt employees of all wages earned and due, Defendants failed to
27 permit Plaintiff and Class members to take rest breaks as required under Cal. Lab. Code §§ 226.7
28 and 512, and § 11 of the applicable IWC Orders.

1 28. Defendants failed to implement policies or procedures to provide rest breaks, and
2 Plaintiff and Class members did not take rest breaks when they were entitled to because they were
3 not adequately informed of their rights to do so under California law. As alleged herein,
4 Defendants did not have legally compliant rest break policies and it did not adequately inform
5 Class Members of their rights to take rest breaks. In addition, Defendants did not post the required
6 wage and hour posters, including but not limited to the appropriate IWC Wage Order poster, at the
7 workplace, did not provide adequate training regarding their legal obligations to provide rest
8 breaks, and did not implement an adequate schedule regarding rest breaks for non-exempt
9 employees. These common policies and practices have caused systematic violations of Cal. Lab.
10 Code §§ 226.7 and 512, and § 11 of the applicable IWC Orders.

11 29. To the extent Defendants maintained any rest break policies, its policies were to
12 actively discourage Plaintiff and Class members from taking their rest breaks by, among other
13 things, giving them unreasonable amounts of work that had to be completed within their shift such
14 that rest breaks simply could not be taken. Defendants fostered a culture in which taking a rest
15 break came second to completing all of one's job duties within the scheduled shift.

16 30. Defendants further violated Cal. Lab. Code § 226.7, § 12 of the applicable IWC
17 Wage Orders, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et*.
18 *seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break, in
19 accordance with the applicable wage order, one additional hour of compensation at the proper
20 regular rate of pay for each workday that a rest break was not provided.

21 31. As a proximate result of the aforementioned violations, Plaintiff and Class
22 members have been damaged in an amount according to proof at trial, and seek all wages earned
23 and due, interest, penalties, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Lab. Code §§ 510, 1194, 1198; and § 3 of All Applicable IWC Wage Orders]**

4 **(On Behalf of Plaintiff and the Class against Defendants)**

5 32. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 31.

7 33. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
8 Wage Orders, Defendants are required to compensate Plaintiff and Class members for all
9 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
10 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
11 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
12 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
13 seventh consecutive day of work in any workweek.

14 34. Plaintiff and Class members are current and former non-exempt employees entitled
15 to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Orders.
16 During the Class period, Defendants failed to compensate Plaintiff and Class members for all
17 overtime hours worked as required under the foregoing provisions of the California Labor Code
18 and applicable IWC Wage Orders by, among other methods: failing to pay overtime at one and
19 one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510,
20 1194 and § 3 of the applicable IWC Wage Orders, requiring, permitting or suffering Plaintiff and
21 Class members to work off-the-clock, and to work through meal and rest breaks, but not
22 compensating them for this time, illegally and inaccurately recording time in which Plaintiff and
23 Class members worked, illegally rounding the time worked by Plaintiff and Class members, not
24 paying Plaintiff and Class members for nonproductive work time separate from any piece-rate
25 compensation, and other methods to be discovered. Defendants have also implemented a policy of
26 instructing supervisors not to approve reasonable and necessary requests by Plaintiff and Class
27 members to work overtime.
28

1 35. Plaintiff and Class members also perform substantial work off-the-clock.
2 Defendants implements a de facto rounding practice wherein it rounds the time worked by non-
3 exempt employees because it does not record the actual times worked by Plaintiff and Class
4 members, and instead has them record rounded times based on estimated hours. Class members
5 regularly work over 8 hours a day and 80 hours per pay period and are not paid all of their
6 overtime wages.

7 36. In violation of California law, Defendants have knowingly and willfully refused to
8 perform their obligations to compensate Plaintiff and Class members for all wages earned and all
9 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
10 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
11 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
12 Defendants to fully perform their obligations under state law, all to their respective damages in
13 amounts according to proof at time of trial, and within the jurisdiction of this Court.

14 37. Defendants conduct described herein violates California Labor Code §§ 510, 1194,
15 1198 and § 3 of the applicable IWC Wage Orders. Therefore, pursuant to California Labor Code
16 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
17 Code and IWC Wage Orders, Plaintiff and Class members are entitled to recover the unpaid
18 balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses,
19 and costs of suit.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Pay Minimum Wages**

22 **[Cal. Lab. Code §§ 1194, 1197; and § 4 of All Applicable IWC Wage Orders]**

23 **(On Behalf of Plaintiff and the Class against all Defendants)**

24 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 37.

26 39. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of all applicable IWC Wage
27 Orders, payment to an employee of less than the applicable minimum wage for all hours worked in
28 a payroll period is unlawful.

1 40. During the statute of limitations period, the hourly rates for Plaintiff and Class
2 members were precisely at minimum wage. Based on this common practice, Defendants failed to
3 actually pay Plaintiffs and Class members minimum wages for all hours worked by requiring,
4 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,
5 rest breaks, estimating and rounding hours worked, by not compensating them for this time, and
6 failing to include this time in all hours worked, engaging in an unlawful rounding practice, and
7 other methods to be discovered.

8 41. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
9 4 of all applicable IWC Wage Orders. As a proximate result of the aforementioned violations,
10 Plaintiff and Class members have been damaged in an amount according to proof at trial.
11 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other
12 applicable law, Plaintiff and Class members are entitled to recover the unpaid balance of wages
13 owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

16 **[Cal. Lab. Code §§ 201, 202, 203]**

17 **(On Behalf of Plaintiff and the Class against Defendants)**

18 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
19 allegations in paragraphs 1 through 41.

20 43. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required
21 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
22 201 mandates that if an employer discharges an employee, the employee's wages accrued and
23 unpaid at the time of discharge are due and payable immediately.

24 44. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
25 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
26 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
27 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
28 of quitting.

1 45. California Labor Code § 203 provides that if an employer willfully fails to pay, in
2 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
3 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
4 compensation to the employee at the same rate for up to thirty (30) workdays.

5 46. During the Class period, Defendants have willfully failed to pay accrued wages and
6 other compensation to Plaintiff and Class members in accordance with California Labor Code §§
7 201 and 202. Defendants do not have sufficient policies to provide Plaintiff and Class members
8 with their final paychecks within the timeframes required under California law. In addition,
9 because Defendants have failed and continue to fail to properly compensate Plaintiff and Class
10 members for all hours worked when due, overtime wages, and compensation for non-compliant
11 meal and rest breaks, Defendants have also willfully failed and continues to fail to pay accrued
12 wages and other compensation to Plaintiff and Class members in accordance with California
13 Labor Code §§ 201 and 202.

14 47. As a result, Plaintiff and Class members are entitled to all available statutory
15 penalties, including the waiting time penalties provided in California Labor Code § 203, together
16 with interest thereon, as well as other available remedies.

17 48. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
18 Class members have been deprived of compensation in an amount according to proof at the time
19 of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,
20 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

21 **SIXTH CAUSE OF ACTION**

22 **Failure to Pay Timely Wages**

23 **[Cal. Lab. Code §§ 204, 210]**

24 **(On Behalf of Plaintiff and the Class against Defendants)**

25 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 48.

27 50. California Labor Code § 204 provides that all wages earned by any person in any
28 employment between the 1st and 15th days, inclusive, of any calendar month, other than those

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

6 California Labor Code § 204 further provides that all wages earned for labor in excess of the
7 normal work period shall be paid no later than the payday for the next regular payroll period.

8 51. During the Class period, Defendants, among other things, willfully failed to pay
9 Plaintiff and Class members all wages earned and due to them, including but not limited to, meal
10 and rest break premiums, overtime payments, and payment for work performed off-the-clock,
11 within any time period permissible under Labor Code § 204.

12 52. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
13 Class members are entitled to all available statutory penalties, including but not limited to, civil
14 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
15 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
16 costs, expenses, and reasonable attorneys' fees.

17 **SEVENTH CAUSE OF ACTION**

18 **Failure to Maintain Required Records**

19 **[Cal. Lab. Code §§ 226, 1174; and § 6 of All Applicable IWC Wage Orders]**

20 **(On Behalf of Plaintiff and the Class against Defendants)**

21 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 52.

23 54. During the Class period, as part of Defendants illegal payroll policies and practices
24 to deprive Plaintiff and Class members of all wages earned and due, Defendants knowingly and
25 intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and
26 § 6 of the applicable wage order, including but not limited to, the following records: total daily
27 hours worked by each non-exempt employee; applicable rates of pay; all deductions; meal periods;

1 time records showing when each non-exempt employee begins and ends each workday; and
2 accurate itemized wage statements.

3 55. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
4 Class members have been damaged in an amount according to proof at trial, and are entitled to all
5 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
6 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
7 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
8 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
9 226(e), as well as other available remedies.

10 **EIGHTH CAUSE OF ACTION**

11 **Failure to Furnish Accurate Itemized Wage Statements**

12 **[Cal. Lab. Code §§ 226, 226.2; and § 6 of All Applicable IWC Wage Orders]**

13 **(On Behalf of Plaintiff and the Class against Defendants)**

14 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 55.

16 57. During the Class period, Defendants routinely failed to provide Plaintiff and Class
17 members with timely, accurate, and itemized wage statements in writing showing each employee's
18 gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable
19 hourly rates in effect during each pay period and the corresponding number of hours worked at
20 each hourly rate.

21 58. Defendants wage statements violate Labor Code § 226 by simply not listing the
22 name and address of the legal entity that is the employer(s), the total hours worked by the
23 employee, and all applicable hourly rates in effect during the pay period, and the corresponding
24 number of hours worked at each hourly rate by the employee. Moreover, Defendants were not
25 providing Plaintiff and Class members with proper meal and rest periods but intentionally failed to
26 include in their wage statements one (1) additional hour of compensation at their regular rates of
27 pay for each non-compliant meal or rest period, failed to identify the amount of COVID-19 sick
28 leave taken or on hand by the employee, in addition to other illegal methods yet to be discovered.

59. Defendants knowingly and intentionally failed to provide Plaintiff and Class members with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether they were being paid for, among other things, all of the hours they worked and at the proper rates of pay.

60. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all available penalties, including but not limited to penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

NINTH CAUSE OF ACTION

Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Lab. Code § 2802]

(On Behalf of Plaintiff and the Class against Defendants)

61. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 60.

62. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

63. During the Class period, Defendants knowingly and willfully failed to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants, including but not limited to, the costs and expenses associated with usage of personal cellular phones, personal protective equipment, and other expenses related to their uniforms and uniform maintenance, in violation of California Labor Code § 2802.

1 64. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
2 Class members have been damaged in an amount according to proof at trial, and seek
3 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
4 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
5 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided
6 in California Labor Code § 2802(c), as well as other available remedies.

7 **TENTH CAUSE OF ACTION**

8 **Unfair and Unlawful Business Practices**

9 **[Cal. Bus. & Prof. Code § 17200 *et. seq.*]**

10 **(On Behalf of Plaintiff and the Class against all Defendants)**

11 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 64.

13 66. Each and every one of Defendants acts and omissions in violation of the California
14 Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited
15 to, Defendants failure to provide required meal and rest breaks, failure to pay proper overtime
16 compensation, unlawful rounding and requiring off-the-clock work, failure to pay all wages due to
17 discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage
18 statements or to maintain required records all constitute an unfair and unlawful business practice
19 under California Business and Professions Code § 17200 *et seq.*

20 67. Among other practices, Defendants have avoided payment of wages, overtime
21 wages, the provision of meal and rest breaks, failure to provide supplemental COVID-19 sick
22 leave pursuant to Labor Code §248.6, and other benefits as required by the California Labor Code,
23 the California Code of Regulations, and the applicable IWC Wage Orders.

24 68. Defendants' violations of California wage and hour laws constitute a business
25 practice because the aforementioned acts and omissions were done repeatedly over a significant
26 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

27 69. As a result of these unfair and unlawful business practices, Defendants have reaped
28 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,

1 and members of the public. Defendants should be made to disgorge its ill-gotten gains and to
2 restore them to Plaintiff and Class members.

3 70. Defendants' unfair and unlawful business practices entitle Plaintiff and Class
4 members to seek preliminary and permanent injunctive relief, including but not limited to orders
5 that Defendants account for, disgorge, and restore to Plaintiff and Class members the wages and
6 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
7 restitution of all monies to be disgorged from Defendants in an amount according to proof at the
8 time of trial.

9 **ELEVENTH CAUSE OF ACTION**

10 **Representative Action for Civil Penalties**

11 **[Cal. Lab. Code §§ 2698- 2699.5]**

12 **(On Behalf of Plaintiff and all Other Aggrieved Employees against Defendants)**

13 71. Plaintiff incorporates herein by specific reference as though fully set forth the
14 allegations in paragraphs 1 through 70, with exception of the allegations in Paragraphs 15-17 (A-
15 D).

16 72. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
17 § 2699(c), and is a proper representative to bring a civil action on behalf of herself and other
18 current and former non-exempt employees of Defendants pursuant to the procedures specified in
19 California Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged
20 violations of the California Labor Code were committed against Plaintiff.

21 73. In addition to the foregoing violations of the California Labor Code, Defendants
22 have also violated California Labor Code § 248.1, et seq. by failing to provide supplemental
23 COVID-19 sick leave and comply with the record requirements relating thereto, and other
24 methods yet to be discovered.

25 74. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
26 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
27 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 354, 558, 1174.5, 1197.1,
28 1199, § 20 of all applicable IWC Wage Orders, from Defendants in a representative action for the

1 violations set forth above, including but not limited to violations of California Labor Code §§ 201,
2 202, 203, 226, 226.7, 248.1, 248.6, 351, 510, 512, 1174, 1194, 1197, 1198, and 2810.5. Plaintiff
3 is also entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor
4 Code § 2699(g)(1).

5 75. Pursuant to California Labor Code §§ 2699.3, on October 31, 2023, Plaintiff gave
6 written notice by certified mail to the California Labor and Workforce Development Agency
7 ("LWDA"), Del Real and Mireya Demos of the specific provisions of the California Labor Code
8 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
9 the alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff's notice
10 letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged
11 violations. Therefore, Plaintiff has complied with all of the requirements set forth in California
12 Labor Code § 2699.3 to commence a representative action under PAGA.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
15 situated, respectfully prays for relief against Defendants and DOES 1 through 50, inclusive, and
16 each of them, as follows:

- 17 1. For compensatory damages in an amount to be ascertained at trial;
- 18 2. For restitution of all monies due to Plaintiff and Class members, as well as
19 disgorged profits from the unfair and unlawful business practices of Defendants;
- 20 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
21 and all applicable IWC Wage Orders;
- 22 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 23 5. For preliminary and permanent injunctive relief enjoining Defendants from
24 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
25 from engaging in the unlawful business practices complained of herein;
- 26 6. For waiting time penalties pursuant to California Labor Code § 203;

1 7. For statutory and civil penalties according to proof, including but not limited to all
2 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 558, 1174.5,
3 1197.1, and 2699;

4 8. For award of punitive damages to Plaintiff and the Class pursuant to California
5 Civil Code §§ 1785.31(a)(2)(B) and 1786.50(b);

6 9. For an award of actual or statutory damages to Plaintiff pursuant to California Civil
7 Code §§ 1786.50(a)(2) and 1785.31 in an amount subject to proof at trial;

8 10. For interest on the unpaid wages at 10 percent per annum pursuant to California
9 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
10 provision providing for pre-judgment interest;

11 11. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
12 218.5, 226, 1194, 2802, and 2699, and California Civil Code §§ 1021.5, 1785.31, and 1786.50,
13 and/or any other applicable provisions providing for attorneys' fees and costs;

14 12. For declaratory relief;

15 13. For an order requiring and certifying the First through Tenth Causes of Action as a
16 class action;

17 14. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
18 Class counsel; and

19 15. For such further relief that the Court may deem just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial
22 with respect to all issues triable of right by jury.

23 DATED: January 5, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER

24
25 By: 

26 SCOTT ERNEST WHEELER

27 *Attorney for Plaintiff and the Putative Class*