

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, SBN 237993
hilary@koullaw
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
RODRIGO LOPEZ, on behalf of himself,
all putative class members, aggrieved employees
and the State of California as a
Private Attorneys General

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RODRIGO LOPEZ, an individual, on behalf of)
himself, all putative class members, aggrieved)
employees, and the State of California as a)
Private Attorneys' General,)

Plaintiff,)

vs.)

TACOS TU MADRE, INC., a California)
corporation; BROADWAY TACO SHOP 26,)
INC., a California corporation; LOS FELIZ)
TACO SHOP 26, INC., a California)
corporation; ECHO PARK TACO SHOP 26,)
INC., a California corporation; WEST)
HOLLYWOOD TACO SHOP 26, INC., a)
California corporation; MELROSE TACO)
SHOP 26, INC., a California corporation;)
STUDIO CITY TACO SHOP 26, INC., a)
California corporation; CULVER CITY TACO)
SHOP 26, INC., a California corporation;)
WESTWOOD TACO SHOP 26, INC., a)
California corporation; LARCHMONT TACO)
SHOP 26, INC., a California corporation;)
HILLHURST TACO SHOP 26, INC., a)
California corporation; SPRING STREET)
TACO SHOP 26, INC., a California)

Case No.: 24STCV03650

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. Failure to Pay All Hours Worked,
including Overtime**
- 2. Failure to Pay Wages Owed Twice Per
Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Due Upon
Termination**
- 5. Meal Break Violations**
- 6. Rest Break Violations**
- 7. Violation of Labor Code 212**
- 8. Wage Statement and Record Keeping
Violations**
- 9. Unlawful Business Practices
Bus & Prof. Code §17200**
- 10. Private Attorneys General Act
Penalties §2698 et seq**

JURY TRIAL DEMANDED

corporation; VISTA TACO SHOP 26, INC., a)
California corporation; ECHO PARK VEGAN)
TACO SHOP 26, INC., a California)
corporation; BRENTWOOD TACO SHOP 26,)
INC a California corporation; and DOES 1-50,)
inclusive,)
)
Defendant.)
)
)

Plaintiff RODRIGO LOPEZ, individually, and on behalf of all others similarly situated,
all Aggrieved Employees, and as a Private Attorney General for the State of California
(collectively “Plaintiff”), alleges as follows:

NATURE OF THE ACTION

1. This is an employment class and PAGA representative action on behalf of over 50
hourly, non-exempt employees against their employer for violations of numerous wage and hour
laws. Plaintiff employees bring this employment class and representative action complaint on
behalf of themselves, and all others similarly situated against TACOS TU MADRE, INC.,
BROADWAY TACO SHOP 26, INC., LOS FELIZ TACO SHOP 26, INC., ECHO PARK TACO
SHOP 26, INC., WEST HOLLYWOOD TACO SHOP 26, INC., MELROSE TACO SHOP 26,
INC., STUDIO CITY TACO SHOP 26, INC., CULVER CITY TACO SHOP 26, INC.,
WESTWOOD TACO SHOP 26, INC., LARCHMONT TACO SHOP 26, INC., HILLHURST
TACO SHOP 26, INC., SPRING STREET TACO SHOP 26, INC., VISTA TACO SHOP 26,
INC., ECHO PARK VEGAN TACO SHOP 26, INC., BRENTWOOD TACO SHOP 26, INC. and
DOES 1-50, inclusive, (hereafter collectively “Defendant” or “Defendant”).

2. Defendant operates numerous restaurants in Southern California. Plaintiff’s proposed
PAGA representative action would represent numerous aggrieved employees. Plaintiff worked for
Defendant as an hourly, non-exempt employee as a cook and food prep worker from December of
2020 until July of 2023.

1 3. As described further below, Defendant has violated the California Labor Code by (1)
2 failing to pay wages, including overtime wages; (2) failing to pay all wages owed twice per month;
3 (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to
4 provide timely meal breaks; (6) failing to provide rest breaks; (7) failing to pay wages in the form
5 required by Labor Code Section 212; (8) failing to provide accurate itemized wage statements; and
6 (9) unlawful and unfair business practices (Bus. & Prof. Cod3 §17200, et. seq.). Plaintiff further
7 alleges that Defendant is liable for civil penalties under the Private Attorneys General Act
8 (“PAGA”), Labor Code §2698 et seq.

9 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
10 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
11 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
12 reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures
13 provided for under California law, Plaintiff, on behalf of themselves and proposed Class Members
14 (also referred to as “Class”), and Aggrieved Employees, also seeks injunctive relief and restitution
15 of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has
16 also provided notice of these claims pursuant to §2698 et. seq., to the Labor and Workforce and
17 Development Agency (“LWDA”) and now brings this First Amended Complaint, including claims
18 for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq.
19 Attorney General Act (“PAGA”), Labor Code §2698 et seq.

20 5. The “Class Period” is designated as the four-year period prior to the filing of this
21 Complaint through the date of final disposition of this action. From the start of the Class Period
22 through the present, Defendant has had a policy and/or practice of among other violations:
23 rounding employee timecard entries, frequently failing to provide meal and rest breaks, frequently
24 issuing inaccurate wage statements, ignoring and violating California wage and hour laws in their
25 business as more fully set forth below.

26 6. The “PAGA Period” is defined herein commences one year prior to the date of filing the
27 PAGA Notice letter with the LWDA.
28

1 7. Defendant has treated all persons employed in California in such a way as to violate
2 California's laws governing conditions of employment and payment of wages owed. Plaintiff
3 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
4 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.
5 Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are
6 owed their back pay, plus interest and/or premiums and penalties under Business and Professions
7 Code section 17203 to compensate Class Members and Class Members for the delay in receiving
8 wages due.

9 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
10 restitution to persons affected and disgorgement of profits so obtained.

11 **THE PARTIES**

12 9. Plaintiff RODRIGO LOPEZ is an individual who resides in California and was
13 employed by Defendant until July of 2023.

14 10. Defendant TACOS TU MADRE, INC., is a California corporation doing business in
15 California with the capacity to sue and to be sued, and doing business in the county of Los Angeles,
16 State of California.

17 11. Defendant BROADWAY TACO SHOP 26, INC., is a California corporation doing
18 business in California with the capacity to sue and to be sued, and doing business in the county of
19 Los Angeles, State of California.

20 12. Defendant LOS FELIZ TACO SHOP 26, INC., is a California corporation doing
21 business in California with the capacity to sue and to be sued, and doing business in the county of
22 Los Angeles, State of California.

23 13. Defendant ECHO PARK TACO SHOP 26, INC., is a California corporation doing
24 business in California with the capacity to sue and to be sued, and doing business in the county of
25 Los Angeles, State of California.

26 14. Defendant WEST HOLLYWOOD TACO SHOP 26, INC., is a California corporation
27 doing business in California with the capacity to sue and to be sued, and doing business in the
28 county of Los Angeles, State of California.

1 15. Defendant MELROSE TACO SHOP 26, INC., is a California corporation doing
2 business in California with the capacity to sue and to be sued, and doing business in the county of
3 Los Angeles, State of California.

4 16. Defendant STUDIO CITY TACO SHOP 26, INC., is a California corporation doing
5 business in California with the capacity to sue and to be sued, and doing business in the county of
6 Los Angeles, State of California.

7 17. Defendant CULVER CITY TACO SHOP 26, INC., is a California corporation doing
8 business in California with the capacity to sue and to be sued, and doing business in the county of
9 Los Angeles, State of California.

10 18. Defendant WESTWOOD TACO SHOP 26, INC., is a California corporation doing
11 business in California with the capacity to sue and to be sued, and doing business in the county of
12 Los Angeles, State of California.

13 19. Defendant LARCHMONT TACO SHOP 26, INC., is a California corporation doing
14 business in California with the capacity to sue and to be sued, and doing business in the county of
15 Los Angeles, State of California.

16 20. Defendant HILLHURST TACO SHOP 26, INC., is a California corporation doing
17 business in California with the capacity to sue and to be sued, and doing business in the county of
18 Los Angeles, State of California.

19 21. Defendant SPRING STREET TACO SHOP 26, INC., is a California corporation doing
20 business in California with the capacity to sue and to be sued, and doing business in the county of
21 Los Angeles, State of California.

22 22. Defendant VISTA TACO SHOP 26, INC., is a California corporation doing business
23 in California with the capacity to sue and to be sued, and doing business in the county of Los
24 Angeles, State of California.

25 23. Defendant ECHO PARK VEGAN TACO SHOP 26, INC., is a California corporation
26 doing business in California with the capacity to sue and to be sued, and doing business in the
27 county of Los Angeles, State of California.
28

24. Defendant BRENTWOOD TACO SHOP 26, INC. is a California corporation doing business in California with the capacity to sue and to be sued, and doing business in the county of Los Angeles, State of California.

25. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members, and Aggrieved Employees herein alleged were proximately caused by such Doe Defendants.

26. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

27. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff, Aggrieved Employees and many of the Class Members in this case that arose in this county.

28. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

29. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California.

1 and regularly conduct business in California. Further, there is no federal question at issue as the
2 claims herein are based solely on California law.

3 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

4 30. During the Class Period and PAGA Period, Defendant committed various violations of
5 the California Labor Code, the CCR, the UCL and IWC Wage Order 5, as alleged below in more
6 detail. Defendant enforces multiple policies that violate state law which are intended to increase
7 its own profits to the detriment of its workers.

8 31. Defendant employed, upon information and belief, more than 50 current and former
9 non-exempt employees (hereafter “Class Members” or “Class”) during the Class Period.

10 32. Defendant failed to pay for all hours worked; pay a minimum wage, pay all wages
11 owed twice per month or pay all wages due upon termination, timely provide and/or authorize
12 meal breaks; timely provide and/or authorize rest breaks, provide wages in the form required by
13 Labor Code 212, and provide timely, accurate wage statements and maintain required payroll
14 records. These practices also constitute unlawful and unfair business practices. These policies and
15 practices have deprived Plaintiff and Class Members, and Aggrieved Employees of payment for
16 all hours worked, and further damages, as set forth below, and render Defendant liable for
17 damages, including penalties under PAGA.

18 33. Failure to pay wages including overtime wages. Defendant has been engaged in many
19 unlawful employment practices which resulted in underpayment for hours worked each pay period,
20 including overtime hours worked, as more fully set forth below:

21 A. Off-the-clock Work. Employers would often require employees to work off the
22 clock. For example, Plaintiff and his coworkers were required to sweep and
23 mop floors, refill containers, clean the stove vent, clean the refrigerator, and
24 other tasks all while off the clock at the end of his shift. Employees were
25 required to do this work, but were not permitted to do it while on the clock
26 because Employers did not want to pay Plaintiff overtime. It would take
27 Plaintiff and class members up to 45 minutes per shift to complete this off the
28 clock work.

1 B. Work Performed During Unpaid Meal Periods. As more fully set forth below,
2 Defendants failed to permit Plaintiff and others to take timely, off-duty, meal
3 breaks of “not less than 30 minutes” for each five consecutive hours of work in
4 violation of Labor Code §§226.7 and 512. Plaintiff and aggrieved employees
5 were consistently required to perform work during their unpaid meal periods
6 and have been employed under conditions prohibited by the wage order, and
7 thus Employers have violated §§1198 and 1199. Defendants are liable for civil
8 penalties pursuant to Labor Code §§558 and 2699 *et seq.*

9 34. Failure to Pay All Wages Owed Twice Per Month. Employers were required to pay
10 Plaintiff and all aggrieved employees all wages earned twice during each calendar month pursuant
11 to Labor Code §204(a). Employers failed to pay all wages earned to employees as a result of the
12 unlawful employment policies and practices discussed herein. As a result of these practices,
13 Employees were underpaid for hours worked, including penalty wages and off the clock work, and
14 this underpayment resulted in a failure to pay all wages owed twice per month.

15 35. Failure to Pay Minimum Wage. Employers failed to pay Plaintiff and aggrieved
16 employees for all hours worked as a result of Employers’ practices described above, including
17 forcing employees to work while clocked out before and after their shifts, and when clocked out
18 for lunch. Based on Employers’ unlawful conduct described above, and because Plaintiff and the
19 aggrieved employees were paid at or near minimum wage, employer’s failure to pay for all hours
20 worked, including overtime, resulted in a payment of less than the minimum wage for all hours
21 worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Employers
22 are liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

23 36. Failure to Pay Wages Due Upon Termination. As set forth above, Employers
24 knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time
25 employment terminated. Employers willfully failed to pay employees who are no longer employed
26 by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201
27 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
28

1 days pay as waiting time under the terms of §203. Moreover, Employers are liable for civil
2 penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

3 37. Meal periods. Defendant failed to maintain a compliant meal period policy and
4 practice. In this case, Plaintiff explains that he and his coworkers frequently missed meal breaks.
5 When meal breaks were given, they were often late or interrupted. Plaintiff describes his meal
6 break being interrupted at least two to three times per week and observed his coworkers also having
7 meal breaks interrupted and cut short, or being missed altogether. Full, uninterrupted, off-duty,
8 thirty-minute meal periods were not provided because Employers: (1) did not account for all hours
9 worked that were unaccounted for on their timecard; (2) did not adequately inform and train
10 employees about their rights to meal periods and premium payments for non-compliant meal
11 periods; (3) did not adequately inform and train employees about when, where and how to take
12 timely and uninterrupted thirty-minute meal periods; (4) did not staff enough people to schedule
13 all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels,
14 affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully
15 compliant meal period policy, and/or (6) because Employers used invalid meal period waivers. As
16 a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code
17 §558 and §2698 *et. seq.*

18 Rest Breaks. Defendant has failed to maintain a compliant rest period policy and practice
19 that provides its employees with off-duty rest periods as required by California law. Often
20 employees were not given timely rest breaks and when they were allowed to take timely rest
21 breaks, they were frequently interrupted. Plaintiff only recalls receiving a handful of rest breaks
22 over the course of his employment. Rest periods were either less than ten minutes, not provided,
23 interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater
24 than six hours, as prescribed by California law because Employers: (1) did not account for all hours
25 worked that were unaccounted for on their timecard; (2) did not adequately inform and train
26 employees about their rights to rest breaks and premium payments for non-compliant rest breaks;
27 (3) did not adequately inform and train employees about when, where and how to take timely and
28 uninterrupted ten-minute rest breaks; (4) because Employers did not staff enough people to

1 schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at
2 various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a
3 lawfully compliant rest break policy. Employers failed to pay Plaintiff and similarly situated
4 employees all premium compensation (one hour of pay at the employee's regular rate of pay for
5 missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods.
6 As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include
7 required rest period penalties, thus failing the requirements of Labor Code §226(a) and §1198. As
8 a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code
9 §558 and §2698 *et. seq.*

10 38. Violation of Labor Code 212. Plaintiff and his coworkers were repeatedly given checks
11 that were denied by the bank. By failing to provide payment in checks or other negotiable
12 instruments, Employers have violated Labor Code sections 212 and 213, and are further liable for
13 civil penalties pursuant to §2698 *et. seq.*

14 39. Wage statement and record keeping violations. Defendant knowingly and intentionally
15 failed to provide timely, accurate, itemized wage statements to Plaintiff and aggrieved employees
16 in accordance with Labor Code §§ 226 and 1174. The statements provided to Plaintiff and
17 aggrieved employees have not accurately reflected actual gross wages earned, including overtime
18 and meal/rest premiums, and total hour worked. Such failures caused injury to Plaintiff and others,
19 by, among other things, impeding them from knowing the accurate total hours worked and the
20 amount of wages and penalty payments to which they are and were entitled. Defendant knowingly
21 and intentionally failed to itemize the accurate gross wages earned, net wages earned, and total
22 hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

23 40. Unlawful business practices. Based upon the above allegations, Defendant engaged in
24 unfair competition.

25 CALIFORNIA CLASS ACTION ALLEGATIONS

26 41. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
27 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
28 under Business and Professions Code § 17200.

1 42. This action has been brought and may properly be maintained as a class action pursuant
2 to the provisions of Code of Civil Procedure § 382 and/or a representative action under Business
3 & Professions Code §§17200 et seq. and Labor Code §2699 because the proposed class is
4 ascertainable and there is a well-defined community of interest. Plaintiff, Class Members and
5 aggrieved employees are among in excess of 50 employees with like job titles, duties, and hourly
6 wages, who have been similarly injured by Defendant's uniform, unlawful conduct.

7 43. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
8 four years prior to the date of filing this Complaint.

9 44. Plaintiff brings this action on their behalf and as a class action under Cal. Code of Civil
10 Procedure §382 on behalf of the following defined groups:

11 Proposed Class:

12 "All persons who are employed or have been employed by Defendant in the State
13 of California as hourly, non-exempt workers during the period of the relevant
14 statute of limitations."

15 Proposed Sub-classes:

- 16 A. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 19 B. All persons who are employed or have been employed by Defendant in the State
20 of California as hourly, non-exempt workers during the period of the relevant
21 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 22 C. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who worked one or more shifts in excess of eight (8)
25 hours.
- 26 D. All persons who are employed or have been employed by Defendant in the State
27 of California as hourly, non-exempt workers during the period of the relevant
28

statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

G. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

45. This action is brought, and may properly be maintained, as a class action under CCP §382 because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses (collectively “Class”) are easily ascertainable.

A. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over 50 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant’s possession and control.

B. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices, and procedures described above. The Plaintiff’s positions at the company was typical of those of other Class Members.

Plaintiff's claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendant's common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

C. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

D. Commonality: Common questions of law and fact exist, including but not limited to the following:

- i. Whether Defendant violated wage and hour laws by failing to pay employees for all hours worked;
- ii. Whether Defendant violated wage and hour laws by failure to always properly calculate wages and overtime for shifts;
- iii. Whether Defendant violated wage and hour laws by failing to pay due wages twice per month;
- iv. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- v. Whether Defendant violated wage and hour laws by failing to pay due wages upon termination;
- vi. Whether Defendant violated wage and hour laws in failing to make meal breaks available;
- vii. Whether Defendant violated wage and hour laws by failing to make rest periods available;
- viii. Whether Defendant violated wage and hour laws by failing to pay wages in the form required by Labor Code 212;
- ix. Whether Defendant failure to pay the Class Members all wages owed, including overtime, violated Business & Professions Code § 17200;

- x. Whether Defendant failure to provide the Class Members rest periods violated Business & Professions Code § 17200;
- xi. Whether Defendant failed to provide accurate wage statements to Plaintiff and the Class as a consequence of the above listed wrongful acts;
- xii. Whether Defendant failed to provide Class Members with correct final wage statements;
- xiii. Whether Defendant failed to pay wages, including overtime and final wages, to terminated or quitting employees in the Class on a timely basis;
- xiv. What is the appropriateness and nature of relief to each Plaintiff Class and Subclass member;
- xv. Whether Defendant's actions violated Business & Professions Code § 17200;
- xvi. Whether the Class Members are entitled to various penalties from Defendant including, but not limited to, waiting-time penalties under Labor Code §§ 201, 202, 203,204, 226 and 558;
- xvii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xviii. What is the extent of liability of each Defendant, including DOE defendants, to each Plaintiff Class and Subclass member?

E. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low

1 wage-earning employees who rely on their wages and requiring that each
2 individual take time away from work to prosecute individual actions would be
3 inequitable and result in undue hardship for the individual Class members and
4 their families. Public policy favors efficient resolution of their claims and
5 uniform enforcement of California Labor laws against entities skirting their
6 legal obligations at the expense of a vulnerable working population.

7 46. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
8 are capable of being determined on the same evidence and based primarily on review of corporate
9 records and key testimony of Defendant's corporate representatives. To the extent statistical
10 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
11 competent experts and consultants in the field to determine and review evidence for both issues of
12 liability and damages in a scientifically reliable manner.

13 47. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
14 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
15 under the circumstances, including individual notice to all members who can be identified through
16 reasonable effort. The names and address of the Class and Subclass Members are available from
17 Defendant.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES INCLUDING OVERTIME WAGES**

20 **Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 et seq., Wage Orders)**

21 **(Plaintiff Against All Defendant)**

22 48. Plaintiff reasserts and re-alleges paragraphs 1 through 33, inclusive, as if fully set
23 forth and incorporate said paragraphs herein by reference.

24 49. Section 2(G) of Wage Order 5 defines "hours worked" as "the time during which an
25 employee is subject to the control of an employer, and including all the time the employee is
26 suffered or permitted to work, whether or not required to do so." When employees like Plaintiff
27 and his coworkers earning at or near minimum wage do not receive payment for all hours
28 worked as a result of unlawful employment practices, the result is that they are earning less than

1 the statutory minimum wages for all hours worked. Defendant has been engaged in many
2 unlawful employment practices which resulted in underpayment for hours worked each pay
3 period, including overtime hours worked, as more fully set forth below. Defendant has also
4 failed to pay the required minimum wage for all hours worked, and has failed to pay all wages
5 owed twice per month.

6 50. Off-the-clock work. Defendant would often require employees to work off the clock.
7 For example, Plaintiff and other hourly, nonexempt employees were required to sweep and mop
8 floors, refill containers, clean the stove vent, clean the refrigerator, and other tasks, all while off
9 the clock at the end of his shift. Plaintiff was required to do this work, but was not permitted to
10 do it while on the clock because Defendant did not want to pay Plaintiff overtime. It would take
11 employees up to 45 minutes per shift to complete this off the clock work.

12 51. Work Performed During Unpaid Meal Periods. As more fully set forth below,
13 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less
14 than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7
15 and 512. Plaintiff and aggrieved employees were consistently required to perform work during
16 their unpaid meal periods and have been employed under conditions prohibited by the wage
17 order, and thus Defendant has violated §§1198 and 1199. Defendant is liable for civil penalties
18 pursuant to Labor Code §§558 and 2699 *et seq.*

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

21 **Cal. Lab. Code §§204, 2698 *et seq.***

22 **(Plaintiff Against All Defendant)**

23 52. Plaintiff incorporates by reference in this cause of action each allegation of the
24 preceding paragraphs as though fully set forth herein.

25 53. Defendant was required to pay Plaintiff and all aggrieved employees all wages earned
26 twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all
27 wages earned to employees as a result of the unlawful employment policies and practices discussed
28 herein. As a result of these practices, Employees were underpaid for hours worked, including

1 penalty wages and off the clock work, and this underpayment resulted in a failure to pay all wages
2 owed twice per month.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGE**

5 **Cal. Labor Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698**

6 ***et seq.***

7 **(Plaintiff Against All Defendant)**

8 54. Plaintiff incorporates by reference in this cause of action each allegation of the
9 preceding paragraphs as though fully set forth herein.

10 55. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
11 to suffer or permit a California employee to work without paying wages at the proper minimum
12 wage for all time worked as required by the applicable IWC Wage Order.

13 56. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
14 result of Defendant's practices described above, including forcing employees to work while
15 clocked out before and after their shifts, and when clocked out for lunch. Based on Defendant's
16 unlawful conduct described above, and because Plaintiff and the aggrieved employees were paid
17 at or near minimum wage, employer's failure to pay for all hours worked, including overtime,
18 resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor
19 Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Defendant is liable for civil penalties
20 pursuant to Labor Code §§558 and 2699 *et seq.*

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

23 **Cal. Labor Code §§201, 202, 203, 256 and 2698 *et seq.***

24 **(Plaintiff Against All Defendant)**

25 57. Plaintiff incorporates by reference in this cause of action each allegation of the
26 preceding paragraphs as though fully set forth herein.

27 58. An employee who is discharged must be paid all of his or her wages immediately at
28 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant

1 knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time
2 employment terminated. Defendant willfully failed to pay employees who are no longer employed
3 by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201
4 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
5 days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties
6 pursuant to Cal. Lab. Code § 2698 *et. seq.*

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE TIMELY MEAL BREAKS**

9 **AGAINST ALL DEFENDANT**

10 **Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5**

11 **(Plaintiff Against All Defendant)**

12 59. Plaintiff incorporates by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 60. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
15 period of more than five hours per day without providing the employee with a meal period of not
16 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
17 to work during any meal... period mandated by an applicable order of the Industrial Welfare
18 Commission.” Paragraph 11 of Wage Order 5 provides, in pertinent part, “[u]nless an employee is
19 relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
20 duty’ meal period and counted as time worked.”

21 61. In this case, Plaintiff explains that he and his coworkers frequently missed meal breaks.
22 When meal breaks were given, they were often late or interrupted. Plaintiff describes his meal
23 break being interrupted at least two to three times per week and observed his coworkers also having
24 meal breaks interrupted and cut short, or being missed altogether.

25 62. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
26 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
27 (2) did not adequately inform and train employees about their rights to meal periods and premium
28 payments for non-compliant meal periods; (3) did not adequately inform and train employees about

1 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) did not staff
2 enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because
3 management at various levels, affecting all hourly, non-exempt employees, refused to offer,
4 permit, or enforce a lawfully compliant meal period policy, and/or (6) because Defendant used
5 invalid meal period waivers.

6 63. Section 11 of Wage Order 5 requires employers to authorize and permit employees to
7 take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor
8 Code §1198, “the employment of any employee... under conditions of labor prohibited by the
9 order is unlawful.” Defendant failed to permit Plaintiff and others to take timely, off-duty, meal
10 breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor
11 Code §§226.7 and 512. Defendant never paid penalty pay to Plaintiff or aggrieved employees for
12 noncompliant meal periods. As a derivative claim, Plaintiff alleges that his pay statements were
13 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
14 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
15 Cal. Labor Code §558 and §2698 *et. seq.*

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST BREAKS**

18 **AGAINST ALL DEFENDANT**

19 **Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2698 *et seq.***

20 **(Plaintiff Against All Defendant)**

21 64. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 65. Defendant failed to maintain a policy and practice that provides or permits its
24 employees to take off-duty rest periods as required by California law. Employees are entitled to at
25 least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code
26 §226.7, §512 and Wage Order 5.
27
28

1 66. Often employees were not given timely rest breaks and when they were allowed to take
2 timely rest breaks, they were frequently interrupted. Plaintiff only recalls receiving a handful of
3 rest breaks over the course of his employment.

4 67. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
5 duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
6 prescribed by California law because Defendant: (1) did not account for all hours worked that were
7 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
8 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
9 inform and train employees about when, where and how to take timely and uninterrupted ten-
10 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
11 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
12 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
13 break policy.

14 68. Defendant failed to pay Plaintiff and similarly situated employees all premium
15 compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest
16 periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim,
17 Plaintiff alleges that pay statements were inaccurate, failing to include required rest period
18 penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these
19 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et*
20 *seq.*

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES IN THE FORM REQUIRED BY LABOR CODE**

23 **SECTION 212**

24 **AGAINST ALL DEFENDANT**

25 **Cal. Labor Code §§ 212, 213, 2698 *et seq.***

26 **(Plaintiff Against All Defendant)**

27 69. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 70. Cal labor code section 212 states:

2 A. No person, or agent or officer thereof, shall issue in payment of wages due, or
3 to become due, or as an advance on wages to be earned:

4 B. Any order, check, draft, note, memorandum, or other acknowledgment of
5 indebtedness, unless it is negotiable and payable in cash, on demand, without
6 discount, at some established place of business in the state, the name and
7 address of which must appear on the instrument, and at the time of its issuance
8 and for a reasonable time thereafter, which must be at least 30 days, the maker
9 or drawer has sufficient funds in, or credit, arrangement, or understanding with
10 the drawee for its payment.

11 71. Plaintiff and his coworkers were repeatedly given checks that we denied by the bank.
12 By failing to provide payment in checks or other negotiable instruments, Defendant has violated
13 Labor Code sections 212 and 213, and are further liable for civil penalties pursuant to §2698 *et*
14 *seq.*

15 **EIGHTH CAUSE OF ACTION**

16 **PAYSTUB AND RECORD KEEPING VIOLATION**

17 **AGAINST ALL DEFENDANT**

18 **Cal. Labor Code §§ 226, 1174, 2698 *et seq.***

19 **(Plaintiff Against All Defendant)**

20 72. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 73. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
23 wage statements to Plaintiff and the aggrieved employees, and maintain accurate records, in
24 accordance with Labor Code §§ 226 and 1174.

25 74. Plaintiff and class members were often paid with a physical check with no
26 accompanying wage statement, so they were unable to determine the number of hours for which
27 he was being paid, whether he received accurate overtime, or any other information required to be
28 communicated on a wage statement.

1 75. Additionally, derivative of and based on and as a result of the above-mentioned Labor
2 Code violations, Defendant maintained and issued inaccurate wage statements, failing to include
3 required hours and overtime hours worked and misrepresenting actual regular hours worked on the
4 final wage statement. Defendant further failed to include meal and rest period penalties, thus failing
5 the requirements of Labor Code §226(a). Such failures caused injury to Plaintiff and others, by,
6 among other things, impeding them from knowing the total hours worked and the amount of wages
7 to which they are and were entitled.

8 76. Plaintiff will seek penalties as permitted under Labor Code §226 for himself and other
9 aggrieved employees for each violation. Further, Plaintiff will seek recovery of civil penalties
10 under Labor Code §226.3, and PAGA, Labor Code §2698, *et seq.*, on behalf of the LWDA against
11 the Defendant if authorized to file a representative action on behalf of the State of California for
12 Defendant's paystub violations

13 **NINTH CAUSE OF ACTION**

14 **UNFAIR PRACTICE UNDER THE UNFAIR COMPETITION ACT ("UCL")**

15 **AGAINST ALL DEFENDANT**

16 **(Plaintiff Against All Defendant)**

17 77. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 78. Defendant knowingly committed, and upon information and belief continue to
20 commit, ongoing unlawful business practices within the meaning of the UCL, including, but not
21 limited to unlawful practices as described in the causes of action articulated above, and hereby
22 incorporated herein.

23 79. Plaintiff lost money and property as a result of Defendant's unlawful business
24 practices described above.

25 80. Pursuant to the UCL, Plaintiff, all Class Members, and Aggrieved Employees are
26 entitled to restitution of money or property acquired by Defendant by means of such unlawful
27 business practices, in amounts not yet known, but to be ascertained at trial.
28

1 81. Pursuant to the UCL, Plaintiff, Class Members, and Aggrieved Employees are entitled
2 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
3 not issue enjoining Defendant from engaging in the unlawful business practices described above,
4 Plaintiff and the general public will be irreparably injured.

5 82. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
6 by this Court, will continue to engage in the unlawful business practices described above in
7 violation of the UCL, in derogation of the rights of Plaintiff, Class Members, Aggrieved
8 Employees and of the general public.

9 83. Plaintiff's success in this action will result in the enforcement of important rights
10 affecting the public interest by conferring a significant benefit upon the general public.

11 84. Defendant's numerous violations of local and California law, as well as the other
12 statutory and regulatory violations alleged herein, constitute unlawful business actions and
13 practices in violation of Business and Professions Code § 17200, et seq.

14 85. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, Class Members
15 and Aggrieved Employees are entitled to restitution of unpaid wages and penalty pay, among other
16 relief alleged herein, that were withheld and retained by Defendant during a period that commences
17 four years prior to the filing of this action. Plaintiff, Class Members and aggrieved employees are
18 further entitled to a permanent injunction requiring Defendant to comply with all provisions of
19 California labor law, including properly paying the lawful rate of pay for all hours worked,
20 providing meal/rest periods to all workers as defined herein, timely pay wages upon discharge,
21 maintain accurate wages statements and payroll records, in addition to an award of attorneys' fees
22 and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

23 **TENTH CAUSE OF ACTION**

24 **STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS**

25 **GENERAL ACT, LABOR CODE §2698 et seq.**

26 **(Plaintiff Against All Defendant)**

27 86. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 87. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
2 aggrieved employee, on behalf of himself and other current or former employees, may recover
3 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
4 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
5 employee under PAGA.

6 88. As set forth above, Defendant has committed numerous violations for which the Labor
7 Code provides for penalties, including violations of all applicable Labor Code provisions set forth
8 in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code
9 provisions as statutes to which §2699.3's procedural requirements must be met before a penalty
10 may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified
11 in §2699.3 by providing written notice to the Defendant and the Labor & Workforce Development
12 Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy of the Notice
13 correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged
14 violations was provided within the statutory period. Consequently, Plaintiff has exhausted
15 administrative remedies, and on behalf of themselves and all other aggrieved current and former
16 employees of Defendant. Plaintiff, therefore, now pursues this cause of action as permitted by
17 §2698, et seq.

18 89. Defendant's workplaces would get unsafely hot. Plaintiff and aggrieved employees
19 were forced to work in incredibly hot and insufficiently ventilated rooms and kitchens, sometimes
20 reaching temperatures exceeding 90 degrees. Wage Order 5 ¶15 requires: 1) The temperature
21 maintained in each work area shall provide reasonable comfort consistent with industry-wide
22 standards for the nature of the process and the work performed; 2) If excessive heat or humidity is
23 created by the work process, the employer shall take all feasible means to reduce such excessive
24 heat or humidity to a degree providing reasonable comfort.

25 90. Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by
26 the wage order. By violating the wage order, Defendant is liable for civil penalties pursuant to
27 §2698 et. seq
28

1 91. Enforcement of statutory provisions enacted to protect workers and to ensure proper
2 and prompt payment of wages due to employees is a fundamental public interest in California.
3 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
4 affecting the public interest and will confer a significant benefit upon the general public. Private
5 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
6 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
7 the interests of justice to require payment of attorneys' fees and costs from any recover that might
8 be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
9 §1021.5

10 92. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
11 then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil
12 Procedure §1021.5 and other applicable law in part, because:

- 13 **A.** A successful outcome in this action will result in the enforcement of important
14 rights affecting the public interest by requiring Defendant to comply with the
15 wage and hour laws and California's unfair business practice law;
- 16 **B.** This action will result in a significant benefit to Plaintiff, the Class, and the
17 general public by bringing to a halt unlawful and/or unfair activity;
- 18 **C.** Unless this action is prosecuted, members of the Class and general public will
19 not recover those moneys, and many of Defendant's employees would not be
20 aware that the acts and practices they were subjected to by Defendant was
21 wrongful;
- 22 **D.** Unless this action is prosecuted, Defendant will continue to mislead their
23 employees about the true nature of their rights and remedies under the wage and
24 hour laws; and
- 25 **E.** An award of attorneys' fees and costs is necessary for the prosecution of this
26 action and will result in a benefit to Plaintiff, the Class, Aggrieved Employees,
27 and to consumers in general, by preventing Defendant from continuing to
28 circumvent the wage and hour statutes and frustrate the long-standing

1 recognition by the California legislature and the courts that such statutes, as
2 pled herein, are not merely a matter of private concern between employer and
3 employee to be eviscerated by considerations of waiver, contributory
4 negligence, good or bad faith, and private agreements. Rather, the wage and
5 hour statutes have been described as a matter of public concern, were designed
6 to provide minimum substantive guarantees to individual workers and are
7 essential to public welfare.

8 **REQUEST FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment as follows:

10 That Plaintiff, Class Members, and Aggrieved Employees receive an award in the amount
11 of unpaid wages owed, including interest thereon, and penalties as follows:

12 **For Causes of Action 1-9:**

- 13 1. That the Court determine that this action may be maintained as a class action under Code of
14 Civil Procedure § 382;
- 15 2. Provision of class notice to all members of the Class;
- 16 3. That Defendant is found to have violated the above-referenced provisions of the Labor
17 Code, CCR and IWC Wage Order 5-2001 as to Plaintiff, Class Members and Aggrieved
18 Employees;

19 **For the First Cause of Action- Failure to Pay Wages, Including Overtime Wages:**

- 20 1. For compensatory damages according to proof at trial;
- 21 2. For prejudgment interest, at the legal rate;
- 22 3. For penalties pursuant to Labor Code §§ 218, 510, 558, 1194, 1197, 1198, 1199;
- 23 4. For attorneys' fees;
- 24 5. For costs of suit incurred herein; and
- 25 6. For such other and further relief as the Court may deem appropriate.

26 **For the Second Cause of Action- Failure to Pay All Wages Twice Per Month:**

- 27 1. For compensatory damages according to proof at trial;
- 28 2. For additional wages pursuant to Labor Code § 204;

3. For penalties pursuant to Labor Code §§ 204
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Third Cause of Action- Failure to Pay Minimum Wage:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199;
3. For penalties pursuant to Labor Code §§ 558
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Fourth Cause of Action- Failure to Pay Wages Due Upon Termination:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 201, 202, 203, 256;
3. For penalties pursuant to Labor Code §§ 203
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Fifth Cause of Action- Failure to Provide Timely Meal Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 512, 226.7;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;

6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Sixth Cause of Action- Failure to Provide Rest Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 226 (a), 226.7, 512, 558, 1198;
3. For penalties pursuant to Labor Code §§ 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Seventh Cause of Action- Failure to Pay Wages in the Form Required by Labor Code Section 212:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 212, 213;
3. For penalties pursuant to Labor Code §§ 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Eighth Cause of Action- Inaccurate Payroll Records:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 226 and 1174;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

1 For the Ninth Cause of Action- Unfair Business Practices:

- 2 1. For a preliminary and permanent injunction requiring Defendant to (1) pay all
3 owed wages; (2) adopt a lawful timekeeping practice; (3) provide meal and rest periods; (4)
4 provide safe working conditions; and (5) provide and maintain appropriate payroll records;
5 2. For compensatory damages according to proof at trial;
6 3. For attorneys' fees;
7 4. For costs of suit incurred;
8 5. For prejudgment interest; and
9 6. For such other and further relief as the Court deems proper.

10 For the Tenth Cause of Action- PAGA

- 11 1. For penalties pursuant to the Private Attorneys General Act, Labor Code §2698 et seq.
12 2. For attorneys' fees;
13 3. For costs of suit incurred;
14 4. For such other and further relief as the Court deems proper.

15 DATED: February 13, 2024

16 KOUL LAW

17
18 

19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiff RODRIGO LOPEZ
21 and putative class members
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3 ***DEMAND FOR JURY TRIAL***
4

5 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
6 full extent permitted by law.
7

8 DATED: February 13, 2024
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KOUL LAW

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BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff RODRIGO LOPEZ
and putative class members