

BOYAMIAN LAW, INC.

Michael H. Boyamian (SBN 256107)
Tamar Chobanian (SBN 343815)
550 North Brand Boulevard, Suite 1500
Glendale, California 91203-1922
Telephone: 818.547.5300
Facsimile: 818.547.5678
E-mail(s): michael@boyamianlaw.com
tamar@boyamianlaw.com

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

10/31/2023 3:46 PM

By: Ragine Mays-Mamudu, DEPUTY

HARTOUNIAN LAW FIRM, P.C.

Alex Hartounian, SBN 252210
234 East Colorado Boulevard, Suite 800
Pasadena, California 91101
Telephone: (818) 794-9675
Facsimile: (818) 459-6997
E-mail: alex@h-lf.com

Attorneys for Plaintiff MICHAEL HERNANDEZ,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

CIVSB2327663

MICHAEL HERNANDEZ as an individual,
on behalf of himself, all others similarly
situated, and the general public,

Plaintiff,

v.

MMM CONSUMER BRANDS INC., a
New York corporation, and DOES 1-100,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES:**

1. **FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED AND MINIMUM WAGE VIOLATIONS (Cal. Lab. Code §§ 216, 1194, 1194.2, 1197, 1197.1);**
2. **FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §§ 510 and 1194);**
3. **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (Cal. Lab. Code § 226);**
4. **WAITING TIME PENALTIES (Cal. Lab. Code § 203);**
5. **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD (Cal. Lab. Code § 204);**
6. **UNFAIR BUSINESS PRACTICES (Cal. Bus. & Prof. Code §§ 17200, et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff MICHAEL HERNANDEZ (“PLAINTIFF”), as an individual and on behalf of
2 himself, all others similarly situated, and the general public, complains and alleges on information
3 and belief the following against MMM CONSUMER BRANDS INC., a New York corporation,
4 and DOES 1-100 (collectively “DEFENDANTS”):

5 **INTRODUCTION**

6 1. This case arises out of DEFENDANTS’ systematic violations of California labor
7 laws. DEFENDANTS operate a warehouse and delivery and distribution terminal in California.
8 PLAINTIFF and members of the PLAINTIFF CLASS (defined in detail below) are current or
9 former California-based warehouse associates (“Warehouse Associate”) employed by
10 DEFENDANTS.

11 2. DEFENDANTS routinely failed to pay PLAINTIFF and members of the
12 PLAINTIFF CLASS for all the time that they worked or were otherwise under DEFENDANTS’
13 control. DEFENDANTS did not compensate Warehouse Associates for the time spent donning
14 protective gear when entering the warehouse or the time spent removing protective gear when
15 leaving. DEFENDANTS likewise did not compensate Warehouse Associates for the time spent
16 undergoing health inspections and sanitation protocols when entering the warehouse.
17 DEFENDANTS further failed to provide accurate and timely itemized wage statements and to
18 pay all wages by the appropriate pay period.

19 3. Through this lawsuit, PLAINTIFF intends to recover all wages which he and other
20 Warehouse Associates rightfully earned, but have been denied.

21 **JURISDICTION AND VENUE**

22 4. This class action is brought pursuant to California Code of Civil Procedure section
23 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
24 limits of the Superior court and will be established according to proof at trial.

25 5. This Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, section 10.

6. PLAINTIFF is informed and believes and on that basis alleges that Defendant MMM CONSUMER BRANDS INC., is not registered as a foreign corporation with the California Secretary of State and has not designated any county in California as its principal place of business. As such, venue is proper in any county in California.

PARTIES

6. PLAINTIFF was employed by DEFENDANTS as a non-exempt, hourly employees within the last year, and worked out of DEFENDANT’S Warehouse as a Warehouse Associate in Tracy, California. DEFENDANTS hired PLAINTIFF in or around January 2022 and Plaintiff was separated from his employment in or around February 2023.

7. PLAINTIFF is informed, believes, and alleges that DEFENDANTS have been doing business in California at all relevant times. Defendant MMM CONSUMER BRANDS INC. doing business as “Martha & Marley Spoon” is a corporation incorporated in New York. Upon information and belief, DEFENDANTS own and operate a warehouse in California and have been doing business in California at all relevant times.

8. Section 2(H) of Industrial Wage Commission (“IWC”) Order Number 4-2001 defines an “employer” as any “person as defined in Section 18 of the [California] Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person.” PLAINTIFF is informed, believes, and alleges that DEFENDANTS directly, indirectly, or acting through the agency of each other, employ or exercise control over the wages, hours, or working conditions of PLAINTIFF and the rest of the PLAINTIFF CLASS. Furthermore, on information and belief, a centralized payroll and accounting system is used to pay the wages of PLAINTIFF and all members of the PLAINTIFF CLASS at all DEFENDANTS’ locations in California. Specifically, DEFENDANTS pay the wages and other benefits of all PLAINTIFF CLASS members and direct and control, with the assistance of or through the other named DEFENDANTS, the terms and conditions of all PLAINTIFF CLASS members’ employment. Accordingly, DEFENDANTS are

1 deemed joint employers of PLAINTIFF and the rest of the PLAINTIFF CLASS. The true names
2 and capacities of Defendants named as DOES 1-100, inclusive, whether individual, corporate,
3 associate, or otherwise, are unknown to PLAINTIFF, who therefore sues these Defendants by
4 such fictitious names. PLAINTIFF will amend this Complaint to show the true names and
5 capacities of such DOE Defendants when they have been determined.

6 9. At all times mentioned, DEFENDANTS, and each of them, were the agents,
7 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
8 other and, at all pertinent times, were acting within the course and scope of their authority as such
9 agents, representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates.
10 PLAINTIFF also alleges that DEFENDANTS were, at all relevant times, the alter egos of each
11 other. All references made to DEFENDANTS herein are intended to include all of the named
12 Defendants as well as the DOE Defendants. Each of the fictitiously named DOE Defendants is
13 responsible in manner for the occurrences alleged and proximately caused PLAINTIFF'S
14 damages as well as damages of members of the PLAINTIFF CLASS.

15 CLASS ACTION ALLEGATIONS

16 10. PLAINTIFF brings this action on behalf of himself and all others similarly situated
17 as a class action pursuant to California Code of Civil Procedure Section 382. The class that
18 PLAINTIFF seeks to represent ("PLAINTIFF CLASS") is composed of and defined as follows:

19 **All persons who worked as a Warehouse Associate at any of DEFENDANTS'**
20 **locations in California at any time within four (4) years prior to the filing of this Complaint**
21 **until the final judgment (hereinafter "the Class Period").**

22 11. Members of the PLAINTIFF CLASS are so numerous that joinder of all members
23 would be unfeasible and impracticable. The membership of the entire class is greater than 100
24 individuals, but the identity of such membership is readily ascertainable via inspection of the
25 personnel records and other documents maintained by DEFENDANTS.

1 12. There are common questions of law and fact as to members of the PLAINTIFF
2 CLASS which predominate over questions affecting only individual members, including, without
3 limitation:

4 A. Whether DEFENDANTS failed to pay the required state minimum wage to
5 PLAINTIFF and members of the PLAINTIFF CLASS for every hour where work was performed;

6 B. Whether DEFENDANTS violated California Labor Code Section 204 by
7 failing to pay all wages earned in a timely manner;

8 C. Whether DEFENDANTS denied PLAINTIFF and members of the
9 PLAINTIFF CLASS all of the wages to which they were entitled pursuant to the California Labor
10 Code, California IWC Wage Orders, and all other applicable employment laws and regulations;

11 D. Whether DEFENDANTS failed to pay the required compensation to
12 PLAINTIFF and members of the PLAINTIFF CLASS for all hours worked including time during
13 which Warehouse Associates were subject to DEFENDANT'S control and were suffered or
14 permitted to work for DEFENDANTS. MMM failed and refused to pay the Warehouse
15 Associates all hours worked, including but not limited to time worked before and after their
16 shifts;

17 E. Whether DEFENDANTS failed to provide PLAINTIFF and members of
18 the PLAINTIFF CLASS with accurate itemized statements;

19 F. Whether DEFENDANTS owe PLAINTIFF and members of the
20 PLAINTIFF CLASS waiting time penalties pursuant to California Labor Code Section 203;

21 G. Whether DEFENDANTS engaged in unfair business practices under
22 Section 17200, et seq. of the California Business and Professions Code;

23 H. The effect upon and the extent of damages suffered by members of the
24 PLAINTIFF CLASS and the appropriate amount of compensation.

25 13. The claims PLAINTIFF pleads as class action claims are typical of the claims of
26 all members of the PLAINTIFF CLASS as they arise out of the same course of conduct and are
27 predicated on the same violation(s) of the law. PLAINTIFF, as a representative party, will fairly
28

1 and adequately protect the interests of the class by vigorously pursuing this suit through his
2 attorneys who are skilled and experienced in handling matters of this type.

3 14. The nature of this action and the nature of the laws available to the PLAINTIFF
4 CLASS make use of the class action format a particularly efficient and appropriate procedure to
5 afford relief to members of the PLAINTIFF CLASS. Further, this case involves a corporate
6 employer and a large number of individual employees possessing claims with common issues of
7 law and fact. If each employee were required to file an individual lawsuit, the corporate
8 Defendants would necessarily gain an unconscionable advantage since they would be able to
9 exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior
10 financial and legal resources. Requiring each class member to pursue an individual remedy
11 would also discourage the assertion of lawful claims by employees who would be disinclined to
12 pursue an action against their present and/or former employer for an appreciable and justifiable
13 fear of retaliation and permanent damage to their careers at present and/or subsequent
14 employment. Proof of a common business practice or factual pattern, which the named
15 PLAINTIFF experienced, is representative of the PLAINTIFF CLASS and will establish the right
16 of each of the members of the PLAINTIFF CLASS to recover on these alleged claims.

17 15. The prosecution of separate actions by the individual members of the PLAINTIFF
18 CLASS, even if possible, would create: (a) a substantial risk of inconvenient or varying verdicts
19 or adjudications with respect to the individual members of the PLAINTIFF CLASS against the
20 DEFENDANTS; and/or (b) legal determinations with respect to the individual members of the
21 PLAINTIFF CLASS which would, as a practical matter, be dispositive of the other PLAINTIFF
22 CLASS members' claims who are not parties to the adjudications and/or would substantially
23 impair or impede the ability of PLAINTIFF CLASS members to protect their interests. Further,
24 the claims of the individual members of the PLAINTIFF CLASS are not sufficiently large to
25 warrant vigorous individual prosecution considering all of the associated concomitant costs and
26 expenses. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
27 management of this action that would preclude its maintenance as a class action.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FACTS COMMON TO ALL CAUSES OF ACTION

16. PLAINTIFF and members of the PLAINTIFF CLASS worked as Warehouse Associates and are current or former employees of DEFENDANTS who worked at DEFENDANTS' California locations. DEFENDANTS operate a food processing and delivery service that advertises to consumers and the general public as "Martha & Marley Spoon" where customers are sent pre-portioned frozen foods, ingredients and recipes curated by Martha Stewart to cook at home. PLAINTIFF and members of the PLAINTIFF CLASS were responsible for processing, packaging, and distributing a variety of frozen foods for shipment. PLAINTIFF and members of the PLAINTIFF CLASS are classified as hourly, non-exempt employees and are scheduled to work eight (8) hour shifts.

17. PLAINTIFF and the PLAINTIFF CLASS, who handle food products, were required as part of a company-wide, uniform policy, procedure, and practice to wait in a long line, go through temperature checks, thoroughly wash their hands and change in and out of the protective equipment on their own time prior to clocking in and without pay. This protective uniform and gear include the application of a hair net, gloves, white jacket (similar to a lab coat) and a beard net.

18. PLAINTIFF and the PLAINTIFF CLASS are directed by DEFENDANTS to arrive at work early before their scheduled start time to change into their protective uniform and gear and be ready at the start of their shifts. This process equally applies to when Warehouse Employees, including Mr. Hernandez, clock out of shifts and then proceed to change out of their protective uniforms and gears. It takes Mr. Hernandez up to 15 minutes to wait in line, undergo the temperature check and sanitation process, and to put on the protective gear and a similar amount of time to remove the gear. The mandated requirement to don protective gear and subject to a temperature check also applies to purported meal and rest periods, resulting in further off-the-clock work. PLAINTIFF and the PLAINTIFF CLASS have also not been provided with any overtime pay that they would have received had DEFENDANTS accounted for the hours worked off-the-clock.

1 19. Accordingly, for requiring PLAINTIFF and members of the PLAINTIFF CLASS
2 to wait in line, get daily temperature checks, undergo sanitation and cleaning protocol of hands
3 and arms, and wear protective gear, DEFENDANTS routinely failed to pay PLAINTIFF and
4 members of the PLAINTIFF CLASS for all hours worked, including overtime.

5 20. DEFENDANTS do not timely compensate PLAINTIFF and members of the
6 PLAINTIFF CLASS in accordance with Labor Code section 204. Labor Code § 204 requires the
7 timely payment of wages within seven (7) calendar days of the applicable pay period.
8 PLAINTIFF and members of the PLAINTIFF CLASS received their wages after the expiration of
9 the seventh calendar day. By way of example, PLAINTIFF was paid on May 6, 2022 for the pay
10 period of April 22 to April 28, 2022, more than seven calendar days following the close of the
11 pay period on April 28, 2022.

12 21. Based on the alleged wage and hour violations described above, DEFENDANTS
13 also provided inaccurate wage statements to PLAINTIFF and members of the PLAINTIFF
14 CLASS. This causes injury because it makes it more difficult for PLAINTIFF and members of
15 the PLAINTIFF CLASS to determine what compensation they are owed but were not paid.

16 22. PLAINTIFF and members of the PLAINTIFF CLASS were also not provided with
17 all wages due upon termination or resignation. This is prohibited practice in California.

18 23. DEFENDANTS' violations of the law were willful and done according to
19 DEFENDANTS' established policies and procedures, as applicable to PLAINTIFF and all
20 members of the PLAINTIFF CLASS.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED AND MINIMUM**
23 **WAGE VIOLATIONS - Cal. Lab. Code §§ 216, 1194, 1194.2, 1197, 1197.1**

24 **By PLAINTIFF in his individual capacity and in his capacity as representative of all**
25 **similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.**

26 24. As a separate and distinct cause of action, PLAINTIFF complains and realleges all
27 of the allegations contained in this complaint, and incorporates them by reference into this cause
28

1 of action as though fully set forth herein, excepting those allegations which are inconsistent with
2 this cause of action.

3 25. PLAINTIFF brings this action to recover unpaid compensation for all hours
4 worked, defined by the IWC as the time during which an employee is subject to the control of an
5 employer, including all the time the employee suffers or is permitted to work, whether or not
6 required to do so.

7 26. DEFENDANTS' conduct described in this Complaint violates California Labor
8 Code Sections 216, 1194, 1194.2, 1197, and 1197.1 among other things.

9 27. DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF
10 CLASS for all of the actual hours worked even though PLAINTIFF and members of the
11 PLAINTIFF CLASS were providing services to DEFENDANTS and were under
12 DEFENDANTS' control. DEFENDANTS knew or should have known that PLAINTIFF and
13 members of the PLAINTIFF CLASS were working these hours for which they were not paid.

14 28. PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the
15 unpaid balance of compensation DEFENDANTS owe PLAINTIFF and members of the
16 PLAINTIFF CLASS, plus interest on that amount, liquidated damages pursuant to California
17 Labor Code Section 1194.2, reasonable attorney fees, and costs of this suit pursuant to California
18 Labor Code Section 1194.

19 29. PLAINTIFF and members of the PLAINTIFF CLASS are also entitled to
20 additional penalties and / or liquidated damages pursuant to statute.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS - Cal. Lab. Code § 226**

23 **By PLAINTIFF in his individual capacity and in his capacity as representative of all**
24 **similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.**

25 30. As a separate and distinct cause of action, PLAINTIFF complains and realleges all
26 of the allegations contained in this complaint, and incorporates them by reference into this cause
27
28

1 of action as though fully set forth herein, excepting those allegations which are inconsistent with
2 this cause of action.

3 31. DEFENDANTS failed to provide PLAINTIFF and members of the PLAINTIFF
4 CLASS with accurate itemized statements as required by California Labor Code Section 226.

5 32. PLAINTIFF is informed, believes, and alleges that DEFENDANTS' failure to
6 provide accurate itemized wage statements was knowing and intentional. PLAINTIFF and
7 members of the PLAINTIFF CLASS have suffered injury as a result of DEFENDANTS' actions
8 in this regard in that they must expend additional time and incur expenses that otherwise would
9 not have been expended or incurred in order to determine the amount of wages they are owed but
10 were never paid. As a result, PLAINTIFF and members of the PLAINTIFF CLASS are entitled
11 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
12 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
13 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and
14 are entitled to an award of costs and reasonable attorney fees.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME COMPENSATION - Labor Code § § 510 and 1194**
17 **By PLAINTIFF in his individual capacity and in his capacity as representative of all**
18 **similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.**

19 33. As a separate and distinct cause of action, PLAINTIFF complains and realleges all
20 of the allegations contained in this complaint, and incorporates them by reference into this cause
21 of action as though fully set forth herein, excepting those allegations which are inconsistent with
22 this cause of action.

23 34. DEFENDANTS have required PLAINTIFF and similarly situated members of the
24 PLAINTIFF CLASS to work over eight hours in a day and over forty hours in a workweek.
25 However, DEFENDANTS have failed and refused to pay PLAINTIFF and similarly situated
26 members of the PLAINTIFF CLASS overtime compensation required by the Employment Laws
27 and Regulations.
28

1 35. PLAINTIFF and similarly situated members of the PLAINTIFF CLASS have been
2 deprived of their rightfully earned overtime compensation as a direct and proximate result of
3 DEFENDANT'S policies and practices and their failure and refusal to pay that compensation. As
4 such, PLAINTIFF and similarly situated members of the PLAINTIFF CLASS are entitled to
5 recover such amounts, plus interest.

6 36. As a result of DEFENDANTS' and each of their unlawful acts, PLAINTIFF and
7 similarly situated members of the PLAINTIFF CLASS have been deprived of compensation in an
8 amount according to proof at the time of trial, and are entitled to recovery of such amounts, plus
9 interest thereon, and attorney's fees and costs pursuant to Labor Code section 1194, in an amount
10 according to proof at the time of trial.

11 **FOURTH CAUSE OF ACTION**

12 **WAITING TIME PENALTIES - Cal. Lab. Code § 203**

13 **By PLAINTIFF in his individual capacity and in his capacity as representative of all**
14 **similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.**

15 37. PLAINTIFF As a separate and distinct cause of action, PLAINTIFF complains and
16 realleges all of the allegations contained in this complaint, and incorporates them by reference
17 into this cause of action as though fully set forth herein, excepting those allegations which are
18 inconsistent with this cause of action.

19 38. Pursuant to California Labor Code Section 201, if an employer discharges an
20 employee, the wages earned and unpaid at the time of the discharge are due and payable
21 immediately. Pursuant to California Labor Code Section 202, if an employee quits his or her
22 employment, the wages earned and unpaid at the time of the discharge are due and payable within
23 seventy-two (72) hours of resignation.

24 39. Members of the PLAINTIFF CLASS were either terminated by DEFENDANTS
25 or have resigned from their employment with DEFENDANTS. To this day, these members of the
26 PLAINTIFF CLASS have not received all of the wages and other compensation they rightfully
27 earned.
28

1 40. DEFENDANTS, and each of them, willfully refused and continue to refuse to pay
2 PLAINTIFF and members of the PLAINTIFF CLASS all wages earned, including overtime
3 compensation, in a timely manner, as required by California Labor Code Section 203.
4 PLAINTIFF therefore requests restitution and penalties pursuant to California Labor Code
5 Section 203.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES BY THE APPROPRIATE PAY PERIOD - Cal. Lab.**
8 **Code § 204**

9 **By PLAINTIFF in his individual capacity and in his capacity as representative of all**
10 **similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.**

11 41. PLAINTIFF As a separate and distinct cause of action, PLAINTIFF complains and
12 realleges all of the allegations contained in this complaint, and incorporates them by reference
13 into this cause of action as though fully set forth herein, excepting those allegations which are
14 inconsistent with this cause of action.

15 42. During the Class Period, Labor Code Section 204 applied to DEFENDANTS'
16 employment of PLAINTIFF and members of the PLAINTIFF CLASS. At all relevant times,
17 California Labor Code Section 204 provided that all wages earned by any employee, such as
18 PLAINTIFF and members of the PLAINTIFF CLASS, in any employment between the first (1st)
19 and fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon
20 termination of an employee, are due and payable between the sixteenth (16th) and twenty-sixth
21 (26th) day of the month during which the work was performed. Furthermore, at all relevant
22 times, California Labor Code Section 204 provided that all wages earned by any employee, such
23 as PLAINTIFF and any member of the PLAINTIFF CLASS, in any employment between the
24 sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due
25 upon termination of an employee, are due and payable between the first (1st) and tenth (10th) day
26 of the following month.

43. During the Class Period, DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF CLASS wages for all hours worked.

44. During the Class Period, DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF CLASS for all wages earned, and, therefore, violated California Labor Code Section 204. Accordingly, PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover all damages, penalties, and other remedies available for violation of California Labor Code Section 204.

SIXTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES - Cal. Bus. & Prof. Code §§ 17200, et seq.

By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

45. PLAINTIFF As a separate and distinct cause of action, PLAINTIFF complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

46. DEFENDANTS' violations of the employment laws and regulations, as alleged in this Complaint, include, among other things, DEFENDANTS': (1) failure and refusal to pay the minimum wage for all hours worked; (2) failure to pay the required overtime hours and (3) failure and refusal to pay all wages earned by PLAINTIFF and members of the PLAINTIFF CLASS pursuant to DEFENDANTS' illegal wage practices. These violations constitute unfair business practices in violation of the Unfair Competition Law, codified in California Business and Professions Code Section 17200, et seq.

47. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have reaped unfair benefits and illegal profits at the expense of PLAINTIFF, members of the PLAINTIFF CLASS, and members of the general public. DEFENDANTS should be compelled to restore such monies to PLAINTIFF and members of the PLAINTIFF CLASS.

////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief as follows:

1. That the Court determine that Causes of Action 1-6 be maintained as a class action;
2. For general and compensatory damages, according to proof;
3. For restitution of all monies due to PLAINTIFF and members of the PLAINTIFF CLASS and disgorgement of profits from DEFENDANTS' unlawful business practices;
4. For waiting time penalties pursuant to California Labor Code Section 203;
5. For penalties pursuant to California Labor Code Section 226 and all other applicable California Labor Code sections and/or employment laws and regulations;
6. For interest accrued to date;
7. For costs of the suit incurred;
8. For attorney's fees and costs pursuant to California Labor Code Sections 218.5, 226, 1194, 226, and 2698, et seq.; and
9. For such other and further relief that the Court may deem just and proper.

Dated: October 31, 2023

BOYAMIAN LAW, INC.

By: 

Tamar Chobanian
Michael Boyamian
Attorney for Plaintiff MICHAEL HERNANDEZ
individually and on behalf of all others similarly
situated

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF and members of the PLAINTIFF CLASS further request a trial by jury on all
3 issues so triable.

4
5 Dated: October 31, 2023

BOYAMIAN LAW, INC.

6
7 By: 

8 Tamar Chobanian

9 Michael Boyamian

10 Attorney for Plaintiff MICHAEL HERNANDEZ
11 individually and on behalf of all others similarly
12 situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28