

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Central Ave., Ste 840
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
MARCOS ESTALA IBARRA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

MARCOS ESTALA IBARRA, on behalf of
himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

ELIREY GROUP, INC. dba HANK’S
FARMER MARKET, a California
corporation; and DOES 1 to 25, inclusive,

Defendant(s).

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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By Amanda Gidron, Deputy Clerk

Case No.: 37-2024-00001829-CU-OE-CTL

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, MARCOS ESTALA IBARRA (hereafter “Plaintiff”), on behalf of himself
2 and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 7-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against ELIREY
7 GROUP, INC. dba HANK’S FARMER MARKET and DOES 1 to 25, inclusive (collectively
8 “HANKS” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements;

20 (H) Issue statements of sick leave available; and

21 (I) Timely pay wages during and upon termination of employment.

22 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
23 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

24 **II. THE PARTIES**

25 3. Plaintiff Marcos Estala is a resident of San Diego, California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11070 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. At all times mentioned herein, Defendant Elirey Group, Inc. dba Hank's
2 Farmer Market is and was a California corporation, and which employed Plaintiff and the
3 other Class Members. As such, it is a citizen of California based on Plaintiff's information and
4 belief.

5 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
6 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
7 is informed and believes and thereon alleges that said defendants are legally responsible for the
8 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
10 defendants when ascertained.

11 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
12 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
13 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
14 and scope of such agency or employment, and with the approval and ratification of each of the
15 other Defendants.

16 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
17 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
18 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
19 Members or otherwise complying with their rights in accordance with applicable California
20 labor laws as alleged herein.

21 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
22 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
23 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
24 below-described class in accordance with applicable laws as alleged herein.

25 **III. CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant
27 to California Code of Civil Procedure section 382 because there is a well-defined community
28 of interest among the persons who comprise the readily ascertainable class defined below and

1 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

3 10. **Class Definition:** The Class is defined as follows: All persons Defendants
4 employed in California as hourly, non-exempt employees, at any time during the period
5 beginning four years prior to the filing of this action and ending on the date that final judgment
6 is entered in this action (“Class” or “Class Members”).

7 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
8 the right to amend or modify the class definition with greater specificity, by further division
9 into subclasses and/or by limitation to particular issues.

10 12. **Numerosity:** The Class Members are so numerous that the individual joinder
11 of each individual Class Member is impractical. While Plaintiff does not currently know the
12 exact number of Class Members, Plaintiff is informed and believes that the actual number
13 exceeds the minimum required for numerosity under California laws.

14 13. **Commonality and Predominance:** Common questions of law and fact exist as
15 to all Class Members and predominate over any questions which affect only individual Class
16 Members. These questions include, but are not limited to:

17 A. Whether Defendants failed to pay all wages earned to Class Members for
18 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
19 meal period premium and rest period premium wages;

20 B. Whether Defendants failed to provide the Class Members with all meal
21 periods in compliance with California law;

22 C. Whether Defendants failed to authorize and permit the Class Members to
23 take all rest periods in compliance with California law;

24 D. Whether Defendants failed to indemnify the Class Members for the
25 reasonable expenses they incurred during the course of performing their duties;

26 E. Whether Defendants knowingly and intentionally failed to provide the
27 class with accurate and complete itemized wage statements;

28 F. Whether Defendants failed to provide the Class Members with paid sick

1 leave and/or statements of sick leave available;

2 G. Whether Defendants willfully failed to provide the class with timely
3 wages during and upon termination of employment;

4 H. Whether Defendants engaged in unfair competition within the meaning of
5 Business and Professions Code sections 17200, et seq., with respect to the Class; and

6 I. Whether Class Members are entitled to restitution of money or property
7 that Defendants may have acquired from them through alleged Labor Code violations.

8 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
9 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
10 practice, or lack thereof, which resulted in Defendants failing to comply with the California
11 Labor Code, the Wage Order, and the Business and Professions Code.

12 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
13 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
14 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
15 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
16 Members.

17 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
18 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
19 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
20 on behalf of Plaintiff and absent Class Members.

21 17. **Superiority:** A class action is vastly superior to other available means for fair
22 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
23 the Court. Class action treatment will allow a number of similarly situated persons to
24 simultaneously and efficiently prosecute their common claims in a single forum without the
25 unnecessary duplication of effort and expense that numerous individual actions would entail.
26 In addition, the monetary amounts due to many individual Class Members are likely to be
27 relatively small and would thus make it difficult, if not impossible, for individual Class
28 Members to both seek and obtain relief. Moreover, a class action will serve an important

1 public interest by permitting Class Members to effectively pursue the recovery of monies
2 owed to them. Further, a class action will prevent the potential for inconsistent or
3 contradictory judgments inherent in individual litigation.

4 **IV. STATEMENT OF FACTS**

5 18. The Wage Order applies to "any industry, business or establishment operated
6 for the purpose of purchasing, selling or distributing goods or commodities at wholesale or
7 retail, or for the purpose of renting goods or commodities." Wage Order No. 7-2001, §2 (H).
8 At all relevant times during the applicable limitations period, HANKS operated a grocery
9 store. Accordingly, Plaintiff and the Class Members are entitled to the protections provided
10 under the Wage Order.

11 19. HANKS first began to employ Plaintiff on or around June 16, 2022 as a meat
12 packer at its grocery store located at 420 S. Meadowbrook Drive in San Diego, California.
13 Plaintiff also assisted with customer service in the meat department. HANKS continuously
14 employed Plaintiff in that capacity until on or about September 29, 2023 when it terminated
15 his employment.

16 20. At all relevant times, HANKS issued wages to Plaintiff and all of the other
17 Class Members on a biweekly basis and paid them by the hour. At all relevant times, HANKS
18 classified Plaintiff and all of the other Class Members as non-exempt employees entitled to the
19 protections of the Labor Code and the Wage Order. During his employment tenure, Plaintiff
20 generally worked five days per week, from approximately 6:30 a.m. to 1:00 p.m. Plaintiff's
21 latest rate of pay was approximately \$18 per hour.

22 21. HANKS failed to pay Plaintiff and the other Class Members for all time
23 worked or subject to its control. Plaintiff and the other Class Members were not paid for all
24 hours worked and consistently worked "off the clock" in that the company had a policy and
25 practice of rounding down work hours and "time shaving" which led to Plaintiff and other
26 Class Members not being paid for all hours worked, which would include the minimum wage.
27 Moreover, to the extent employees such as Plaintiff and other Class Members worked through
28 their meal periods and those meal periods were interrupted, they were not compensated for

1 that time, which would be akin to a minimum wage violation.

2 22. Due to the above “off the clock” violations, HANKS failed to pay Plaintiff and
3 the Class Members properly-calculated overtime wages. The Class Members’ actual work
4 hours, which included the “off the clock” work as described above, entitled them to overtime,
5 however, it was not company policy to keep accurate track of all hours worked and to pay
6 employees the accurate amount of overtime, especially since the “off the clock” work was not
7 factored into the equation. Moreover, HANKS did not pay overtime to its employees at 1.5
8 times their hourly rate of pay. Instead, HANKS instructed employees to punch out for the end
9 of their shifts and then continue working overtime, which would be paid at the employees’
10 hourly rate of pay and in cash. Furthermore, any incentive payments and/or bonus payments
11 were not factored into employees’ regular rate of pay for purposes of deciphering the correct
12 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
13 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021)
14 11 Cal. 5th 858, 863.

15 23. HANKS failed to provide all compliant meal periods and authorize and permit
16 all compliant rest periods to which Plaintiff and the other Class Members were entitled.
17 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute
18 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
19 periods for every four hours or major fraction thereof worked. The Class Members would not
20 be able to take timely, uninterrupted meal periods before the 5th or 10th hour worked.
21 Similarly, the Class Members were not always able to take their 10 minute rest breaks due to
22 the work load/ press of business. In fact, Plaintiff never took rest breaks during his
23 employment. HANKS management had informed Plaintiff that due to his schedule, he would
24 not be provided with rest breaks. Even when Plaintiff and the other Class Members would be
25 clocked out for a meal period or would be on their rest breaks, HANKS management/staff
26 would interrupt them with questions about work related matters. On information and belief,
27 HANKS did not provide premium wages for these meal and rest break violations; if HANKS
28 did provide premium wages, they were not paid at the correct rate, as explained above.

1 24. HANKS failed to reimburse Plaintiff and the other Class Members for business
2 expenses they incurred in direct consequence of the discharge of their duties. HANKS
3 required Plaintiff and the Class Members to purchase anti-slip shoes and use their own
4 personal cell phones to communicate with management concerning work matters and.
5 HANKS management texted/called Plaintiff and the other Class Members on a regular basis
6 regarding their work schedules. However, HANKS did not provide Plaintiff and the other
7 Class Members with mobile phones and did not reimburse Plaintiff and the other Class
8 Members for their anti-slip shoe and mobile phone expenses. Accordingly, HANKS was in
9 violation of California Labor Code sections 2800 and 2802.

10 25. HANKS failed to pay its employees all wages due to them within any time
11 period specified by California Labor Code section 204, including the minimum wages and
12 overtime as described above as well as meal/rest break premiums.

13 26. HANKS did not provide Plaintiff and the other Class Members accurate,
14 itemized wage statements. Wage statements must include, among other things, total hours
15 worked by the employee. Labor Code § 226(a)(2). HANKS issued wage statements that
16 inaccurately reflected total hours worked, gross and net wages earned, and the number of
17 hours worked at each hourly rate because of HANKS's failure to properly pay wages as
18 explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). HANKS's failure to maintain accurate
19 records as to the hours worked daily by employees also constitutes a violation of Labor Code
20 section 1174(d).

21 27. Finally, because HANKS did not properly pay all wages earned as explained
22 herein, HANKS also failed to pay final wages owed to Plaintiff and the other Class Members
23 in violation of Labor Code section 203. These earned but unpaid wages include minimum
24 wages and compensation for all hours worked, overtime compensation, and premium pay for
25 missed meal and rest breaks, among others.

26 28. Moreover, HANKS failed to provide paid sick leave to Plaintiff and the other
27 Class Members in violation of Labor Code sections 233 and 246. HANKS also failed to
28 provide Plaintiff and all of the other Class Members with an itemized wage statement or

1 separate writing that set forth the amount of paid sick leave available.

2 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
3 unlawful practices and policies, Plaintiff and the Class Members were:

- 4 A. Not provided with all off duty meal periods;
- 5 B. Not authorized and permitted to take all rest break periods;
- 6 C. Not paid one hour's pay for each workday in which Defendants failed to
7 authorize and permit them to take one or more timely rest periods;
- 8 D. Not paid one hour's pay for each workday in which Defendants failed to
9 provide them with one or more timely meal periods;
- 10 E. Not paid all wages earned, including, but not limited to, minimum,
11 regular, overtime, and doubletime wages for work performed while clocked out;
- 12 F. Not indemnified for all necessary business expenditures incurred during
13 the discharge of their duties;
- 14 G. Not provided with accurate and complete wage statements;
- 15 H. Not provided with statements of sick leave available; and
- 16 I. Not timely paid all earned and unpaid wages at the time their
17 employment ended.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

20 **AT THE CORRECT RATES OF PAY**

21 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

22 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

23 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

24 31. At all relevant times, Plaintiff and the Class Members have been employees of
25 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
26 1197, and 1198, and the Wage Order.

27 32. Section 2(G) of the Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of an employer, and includes all the time the

1 employee is suffered or permitted to work, whether or not required to do so.”

2 33. Section 3 of the Wage Order states:

3 (A) Daily Overtime - General Provisions

4 (1) The following overtime provisions are applicable to
5 employees 18 years of age or over and to employees 16 or
6 17 years of age who are not required by law to attend
7 school and are not otherwise prohibited by law from
8 engaging in the subject work. Such employees shall not
9 be employed more than eight (8) hours in any workday or
10 more than 40 hours in any workweek unless the employee
11 receives one and one-half (1 ½) times such employee’s
12 regular rate of pay for all hours worked over 40 hours in
13 the workweek. Eight (8) hours of labor constitutes a day’s
14 work. Employment beyond eight (8) hours in any
15 workday or more than six (6) days in any workweek is
16 permissible provided the employee is compensated for
17 such overtime at not less than:

13 (a) One and one-half (1 ½) times the employee’s
14 regular rate of pay for all hours worked in excess
15 of eight (8) hours up to and including 12 hours in
16 any workday, and for the first eight (8) hours
17 worked on the seventh (7th) consecutive day of
18 work in a workweek.

17 (b) Double the employee’s regular rate of pay for
18 all hours worked in excess of 12 hours in any
19 workday and for all hours worked in excess of
20 eight (8) hours on the seventh (7th) consecutive
21 day of work in a workweek.

21 (c) The overtime rate of compensation required to
22 be paid to a nonexempt full-time salaried
23 employee shall be computed by using the
24 employee’s regular hourly salary as one-fortieth
25 (1/40) of the employee’s weekly salary.

24 34. Section 4 of the Wage Order requires an employer to pay non-exempt employees
25 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
26 an employer has actual or constructive knowledge that employees are working.

27 35. Labor Code section 510 states:

28 Eight hours of labor constitutes a day's work. Any work in excess of eight hours

1 in one workday and any work in excess of 40 hours in any one workweek and
2 the first eight hours worked on the seventh day of work in any one workweek
3 shall be compensated at the rate of no less than one and one-half times the
4 regular rate of pay for an employee. Any work in excess of 12 hours in one day
5 shall be compensated at the rate of no less than twice the regular rate of pay for
6 an employee. In addition, any work in excess of eight hours on any seventh day
7 of a workweek shall be compensated at the rate of no less than twice the regular
8 rate of pay of an employee. Nothing in this section requires an employer to
9 combine more than one rate of overtime compensation in order to calculate the
10 amount to be paid to an employee for any hour of overtime work.

11 36. California Labor Code § 1194 invalidates any agreement between an employer
12 and an employee to work for less than the minimum wage required under the applicable Wage
13 Order.

14 37. California Labor Code § 1197 makes it unlawful for an employer to pay an
15 employee less than the minimum wage required under the applicable Wage Order for all hours
16 worked during a payroll period.

17 38. California Labor Code § 1198 makes it unlawful for an employer to employ an
18 employee under conditions that violate the Wage Order.

19 39. In conjunction, these provisions of the California Labor Code require employers
20 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
21 for all hours worked, including unrecorded hours when the employer knew or reasonably should
22 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
23 *Co.* (2000) 22 Cal.4th 575, 585.)

24 40. With respect to overtime wages, the regular rate of pay under California law
25 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
26 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
27 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
28 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

41. As described above, at all relevant times during the applicable limitations
period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,

1 including, but not limited to minimum, regular, overtime and doubletime wages for all
2 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
3 correct rates of pay.

4 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
6 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
7 rates of pay as required by California law.

8 **A. FAILURE TO PROVIDE SICK LEAVE**

9 43. Labor Code section 233 states
10 Any employer who provides sick leave for employees shall permit an employee
11 to use in any calendar year the employee's accrued and available sick leave
12 entitlement, in an amount not less than the sick leave that would be accrued
13 during six months at the employee's then current rate of entitlement, for the
14 reasons specified in subdivision (a) of Section 246.5.

15 44. Labor Code section 246(a)(1) states
16 An employee who, on or after July 1, 2015, works in California for the same
17 employer for 30 or more days within a year from the commencement of
18 employment is entitled to paid sick days as specified in this section.

19 45. Labor Code section 246.5 states

20 (a) Upon the oral or written request of an employee, an employer
21 shall provide paid sick days for the following purposes:

22 (1) Diagnosis, care, or treatment of an existing health
23 condition of, or preventive care for, an employee or an
24 employee's family member.

25 ...

26 (c) (1) An employer shall not deny an employee the right to use accrued
27 sick days ...

28 46. The Defendants failed to provide Plaintiff and the Class Members with paid
sick leave.

47. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
failure to pay Plaintiff and the other Class Members sick leave as required by California law.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 **(Lab. Code §§ 226.7 and 1198)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 48. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 49. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

9 50. In relevant part, Labor Code § 1198 states,

10 “The maximum hours of work and the standard conditions of labor
11 fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

13 51. In relevant part, Section 12 of the Wage Order states:

14 Rest Periods:

15 (A) Every employer shall authorize and permit all employees
16 to take rest periods, which insofar as practicable shall be in the
17 middle of each work period. The authorized rest period time
18 shall be based on the total hours worked daily at the rate often
19 (10) minutes net rest time per four (4) hours or major fraction
20 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

21 (B) If an employer fails to provide an employee a rest period
22 in accordance with the applicable provisions of this Order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each work day that
the rest period is not provided.

25 52. In addition, Labor Code Section 226.7 states

26 (b) An employer shall not require an employee to work during a
27 meal or rest or recovery period mandated pursuant to an applicable
28 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 53. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
8 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
9 major fraction thereof.

10 54. Defendants intentionally failed to authorize and permit Plaintiff and the Class
11 Members to take all 10-minute rest periods free from any work duties in accordance with the
12 Wage Order.

13 55. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
14 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
15 wages to Plaintiff and the Class Members for days on which they failed to authorize and
16 permit Plaintiff and the other Class Members to take timely rest periods.

17 56. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
18 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
19 major fraction thereof. Defendants did not seek an exemption from the rest period protections
20 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
21 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
22 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
23 major fraction thereof.

24 57. Plaintiff is informed and believes and thereon alleges that, at all relevant times
25 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
26 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
27 Members to take all rest breaks required by California law.

28 58. Defendants failed to provide Plaintiff with all required rest breaks in
accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at

1 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
2 lack of a policy which resulted in Defendants not providing the Class Members with all rest
3 breaks required by California law.

4 59. Defendants failed to pay Plaintiff the additional wages required by California
5 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
6 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
7 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
8 providing the Class Members with additional wages for all rest breaks not provided to them as
9 required by California Labor Code § 226.7.

10 60. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
11 have suffered damages in amounts subject to proof to the extent they were not paid additional
12 wages owed for all rest breaks not provided to them.

13 61. By reason of the above, Plaintiff and the Class Members are entitled to
14 premium wages for workdays in which one or more rest breaks were not provided to them
15 pursuant to California Labor Code § 226.7.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(Lab. Code §§ 226.7, 512, and 1198)**

19 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

20 62. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 63. At all relevant times during the applicable limitations period, Plaintiff and the
22 Class Members have been employees of Defendants and entitled to the benefits and
23 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

24 64. In relevant part, Labor Code § 1198 states,
25 "The maximum hours of work and the standard conditions of labor
26 fixed by the commission shall be the maximum hours of work and the
27 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

28 65. In relevant part, Labor Code Section 512 states

1 “An employer may not employ an employee for a work period of more
2 than five hours per day without providing the employee with a meal
3 period of not less than 30 minutes, except that if the total work period
4 per day of the employee is no more than six hours, the meal period may
5 be waived by mutual consent of both the employer and employee. An
6 employer may not employ an employee for a work period of more than
7 10 hours per day without providing the employee with a second meal
8 period of not less than 30 minutes, except that if the total hours worked
9 is no more than 12 hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal
11 period was not waived.”

12 66. In relevant part, Section 11 of the Wage Order states:

13 Meal Periods:

14 (A) No employer shall employ any person for a work period of more
15 than five (5) hours without a meal period of not less than 30
16 minutes, except that when a work period of not more than six (6)
17 hours will complete the day’s work the meal period may be
18 waived by mutual consent of the employer and the employee...

19 (B) If an employer fails to provide an employee a meal period in
20 accordance with the applicable provisions of this order, the
21 employer shall pay the employee one (1) hour of pay at the
22 employee’s regular rate of compensation for each workday that
23 the meal period is not provided.

24 67. In relevant part, California Labor Code § 226.7 states:

25 (b) An employer shall not require an employee to
26 work during a meal or rest period mandated pursuant to
27 an applicable statute, or applicable regulation, standard, or
28 order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including,
but not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee’s regular rate of
compensation for each work day that the meal or rest
period is not provided.

68. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

69. As described above, Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

70. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Class Members with all timely and off-duty meal periods required by California law.

71. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

72. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

73. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

74. At all relevant times, Plaintiff and the Class Members were employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

75. In pertinent part, California Labor Code § 2802(a) states: “An employer shall

1 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
2 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

3 (A) When uniforms are required by the employer to be worn by the employee as
4 a condition of employment, such uniforms shall be provided and maintained by
5 the employer.

6 ...

7 (B) When tools or equipment are required by the employer or are necessary to
8 the performance of a job, such tools and equipment shall be provided and
9 maintained by the employer, except that an employee whose wages are at least
10 two (2) times the minimum wage provided herein may be required to provide
11 and maintain hand tools and equipment customarily required by the particular
12 trade or craft in conformity with Labor Code Section 2802.

13 Wage Order, § 9(A) and (B).

14 76. California Labor Code § 1198 prohibits employers from employing their
15 employees under conditions prohibited by the Wage Order.

16 77. As described above, at all relevant times, Defendants required Plaintiff and the
17 Class Members to incur certain business expenses in the course of performing their duties,
18 including but not limited to purchasing uniforms (anti-slip shoes) and use of their own personal
19 mobile phones. However, Defendants did not provide these items and did not reimburse
20 Plaintiff and the Class Members for these business expenses.

21 78. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
22 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
23 Defendants’ failure to indemnify Plaintiff and the Class Members for the reasonable expenses
24 they incurred during the course of performing their duties.

25 79. Accordingly, with respect to this cause of action, on behalf of himself and the
26 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
27 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code Section 226)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 80. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 81. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
7 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
8 itemized statement showing:

9 A. Gross wages earned;

10 B. Total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

13 C. The number of piece rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis;

15 D. All deductions, provided that all deductions made on written orders of the
16 Employee may be aggregated and shown as one item;

17 E. Net wages earned;

18 F. The inclusive dates of the period for which the employee is paid;

19 G. The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the
22 itemized statement;

23 H. The name and address of the legal entity that is the employer; and

24 I. All applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee.

26 82. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

3 A. The amount of the gross wages or net wages paid to the employee during
4 the pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to California Labor Code § 226(a);

6 B. Which deductions the employer made from gross wages to determine the
7 net wages paid to the employee during the pay period;

8 C. The name and address of the employer and, if the employer is a farm
9 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
10 name and address of the legal entity that secured the services of the employer during the pay
11 period;

12 D. The name of the employee and only the last four digits of his or her social
13 security number or an employee identification number other than a social security number; and

14 E. The number of piece-rate units earned and the piece rate.

15 83. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without
17 reference to other documents or information.

18 84. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendants violated California Labor Code section 226 because they did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendants failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
26 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
27 employee’s wages, or separately if wages are paid by personal check or cash, statements to
28 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages

1 earned, all regular wages earned, all meal period premium wages earned, all rest break
2 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
3 worked at each rate of pay.

4 85. Defendants' failure to provide Plaintiff and the other Class Members with
5 accurate wage statements was knowing and intentional. Defendants had the ability to provide
6 Plaintiff and the other Class Members with accurate wage statements but intentionally
7 provided wage statements that Defendants knew were not accurate.

8 86. As a result of being provided with inaccurate wage statements by Defendants,
9 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
10 accurate wage statements were violated and they were misled about the amount of wages they
11 had actually earned and were owed. In addition, the absence of accurate information on their
12 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
13 required discovery and mathematical computations to determine the amounts of wages owed,
14 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
15 led to the submission of inaccurate information about wages to state and federal government
16 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
17 wage statements whether Defendants complied with their obligations under California Labor
18 Code section 226(a).

19 87. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
20 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
21 period in which a violation of California Labor Code § 226(a) occurred and one hundred
22 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
23 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
24 entitled to an award of costs and reasonable attorneys' fees.

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(California Labor Code Sections 201-203)
(By Plaintiff, on behalf of himself and the Class, against all Defendants)

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1 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
2 practices that violate the requirements of the Labor Code and the Wage Order, even though at
3 all relevant times, they have had the ability to comply with those legal requirements.

4 96. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
5 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
6 penalties for each Class Member.

7 **SEVENTH CAUSE OF ACTION**

8 **CIVIL PENALTIES**

9 **(Lab. Code §§ 2698, *et seq.*)**

10 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

11 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 98. The “Aggrieved Employees” are all members of the Class defined above who
13 Defendants employed during the period beginning October 14, 2022 and ending on the date
14 that final judgment is entered in this action.

15 99. Labor Code § 204 states

16 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
17 or 204.2, earned by any person in any employment are due and payable twice
18 during each calendar month, on days designated in advance by the employer as
19 the regular paydays. Labor performed between the 1st and 15th days, inclusive,
20 of any calendar month shall be paid for between the 16th and the 26th day of the
month during which the labor was performed, and labor performed between the
16th and the last day, inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...

21 (b) (1) Notwithstanding any other provision of this section, all wages
22 earned for labor in excess of the normal work period shall be paid no later than
23 the payday for the next regular payroll period.

24 (2) An employer is in compliance with the requirements of subdivision (a)
25 of Section 226 relating to total hours worked by the employee, if hours worked
26 in excess of the normal work period during the current pay period are itemized
27 as corrections on the paystub for the next regular pay period. Any corrections set
out in a subsequently issued paystub shall state the inclusive dates of the pay
period for which the employer is correcting its initial report of hours worked.

28 (c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall

1 apply to the covered employees.

2 (d) The requirements of this section shall be deemed satisfied by the
3 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
4 are paid not more than seven calendar days following the close of the payroll
5 period.

6 100. Defendants paid wages to employees on regular intervals. Defendants,
7 however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked.
8 On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
9 Employees on such intervals for all wages earned and all hours worked.

10 101. Labor Code section 1174, which also pertains to recordkeeping, states:

11 Every person employing labor in this state shall

12 ...

13 (c) Keep a record showing the names and addresses of all employees employed
14 and the ages of all minors.

15 (d) Keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by
18 and any applicable piece rate paid to, employees employed at the respective
19 plants or establishments. These records shall be kept in accordance with rules
20 established for this purpose by the commission, but in any case shall be kept on
21 file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate
23 basis, piece-rate units earned.

24 102. Defendants failed to compensate Plaintiff and all of the other Aggrieved
25 Employees for all hours worked at the correct rates of pay, including all minimum wages
26 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
27 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
28 net wages earned, and related compensation. As a result, Defendants have failed to accurately
29 maintain all records required by section 1174 and the Wage Order, including but not limited to
30 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
31 applicable hourly rates during each payroll period.

32 103. Labor Code § 246(i) states,

33 An employer shall provide an employee with written notice that sets forth the
34 amount of paid sick leave available, or paid time off leave an employer
35 provides in lieu of sick leave, for use on either the employee's itemized wage

statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

104. Defendants failed to provide Plaintiff and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available.

105. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class Members are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
9 246, 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee
10 per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
11 Employee per pay period for each subsequent violation (penalty amounts established by
12 California Labor Code § 2699(f)(2)).

13 108. Plaintiff has complied with the procedures for bringing suit specified in
14 California Labor Code § 2699.3. By letter dated October 14, 2023, Plaintiff filed written notice
15 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
16 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
18 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
19 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
20 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
21 not intend to investigate these allegations.

22 109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
23 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
24 connection with their claims for civil penalties.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 110. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 111. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of the Business and Professions Code §§ 17200, *et seq.*

9 112. The unlawful conduct of Defendants alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 113. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, uniform (anti-slip shoe),
19 mobile phone, and other expenses, and comparable money and property.

20 114. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
21 Class Members are entitled to restitution of all monies rightfully belonging to them that
22 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
23 business practices.

24 115. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
25 connection with their unfair competition claims pursuant to California Code of Civil
26 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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1 **V. PRAYER FOR RELIEF**

2 116. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
3 for relief and judgment against Defendants as follows:

4 A. An order that the action be certified as a class action with respect to
5 Plaintiff's claims for violations of California law;

6 B. An order that Plaintiff be appointed class representative;

7 C. An order that counsel for Plaintiff be appointed class counsel;

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

21 **VI. DEMAND FOR JURY TRIAL**

22 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
23 on all issues so triable.

24 Dated: January 16, 2024

MM LAW, APC

25 By Maralle Messrelian

26 Maralle Messrelian, Esq.
27 Attorneys for Plaintiff,
28 MARCOS ESTALA IBARRA, and all
others similarly situated