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individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MARIA VANEGAS, individually and on
behalf of all others similarly situated,

PLAINTIFF,

v.

MADRONA CARWASH, INC., a California
corporation; ORANGE CARWASH, INC., a
California corporation; and DOES 1 through
50, inclusive,

DEFENDANTS.

CASE NO.: 23STCV29052

*Assigned for all purposes to the Honorable
William F. Highberger*

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT**

- 1) FAILURE TO AUTHORIZE AND PERMIT
REST BREAKS AND/OR PAY REST
BREAK PREMIUMS (LABOR CODE §
226.7)
- 2) FAILURE TO PROVIDE MEAL PERIODS
AND/OR PAY MEAL PERIOD PREMIUMS
(LABOR CODE § 226.7, 512)
- 3) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203)
- 4) FAILURE TO PROVIDE COMPLETE AND
ACCURATE WAGE STATEMENTS
(LABOR CODE § 226)
- 5) UCL VIOLATIONS (BUS. & PROF. CODE
§§ 17200-17204)
- 6) PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff MARIA VANEGAS (“Plaintiff”), individually, and on behalf of others similarly
2 situated (hereinafter “Class Members”), and as a private attorney general, based upon facts that either
3 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants MADRONA CARWASH, INC., a
7 California corporation; ORANGE CARWASH, INC., a California corporation, and DOES 1 through
8 50, inclusive (hereinafter collectively referred to as “Defendants”) for California Labor Code
9 violations, unfair business practices, and monetary penalties stemming from Defendants’ failure to
10 provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to pay
11 premium wages for noncompliant meal periods and rest periods, failure to timely pay final wages, and
12 failure to provide accurate and complete itemized wage statements.

13 2. Plaintiff’s First through Fifth Causes of Action are brought as a class action on behalf
14 of herself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 19, below) pursuant
16 to California Code of Civil Procedure section 382. The monetary damages and restitution sought by
17 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according
18 to proof at trial.

19 3. Plaintiff’s Sixth Cause of Action is brought as a representative action on behalf of
20 herself and other current and former non-exempt employees of Defendants in the State of California at
21 any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
22 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
23 referred to as “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.*
24 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The
25 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
26 be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except

1 those given by statute to other courts. The statutes under which this action is brought do not specify
2 any other basis for jurisdiction.

3 5. This Court has jurisdiction over Defendants because, upon information and belief,
4 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
5 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
6 them by the California courts consistent with traditional notions of fair play and substantial justice.

7 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
8 offices, have agents, and/or transact business in the State of California, County of Los Angeles.

9 **PARTIES**

10 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
11 Plaintiff was employed by Defendants in the County of Los Angeles, State of California as an hourly,
12 non-exempt employee. During her employment, Plaintiff performed various tasks at Defendants'
13 carwash, including, but not limited to, cleaning and washing cars.

14 8. Defendant MADRONA CARWASH, INC. is, and at all times herein mentioned was, a
15 corporation organized and existing under the laws of the State of California, and registered to do
16 business in the State of California. Plaintiff is informed and believes the Chief Executive Officer of
17 Defendant MADRONA CARWASH, INC. is Rekha Bajaria.

18 9. Defendant ORANGE CARWASH, INC. is, and at all times herein mentioned was, a
19 corporation organized and existing under the laws of the State of California, and registered to do
20 business in the State of California. Plaintiff is informed and believes Rekha Bajaria is also the Chief
21 Executive Officer of Defendant ORANGE CARWASH INC.

22 10. Plaintiff is informed and believes that MADRONA CARWASH, INC. and ORANGE
23 CARWASH, INC. own and operate car washes, gas stations, and convenience stores.

24 11. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
25 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
26 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
27 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
28 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting

1 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
2 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true
3 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
4 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
5 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.
6 Defendants MADRONA CARWASH, INC.; ORANGE CARWASH, INC.; and DOES 1 thorough 50,
7 inclusive, are collectively referred to herein as "Defendants."

8 12. Defendants are and at all times herein mentioned were, (a) conducting business in the
9 County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the
10 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

11 13. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
12 working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and
13 the Aggrieved Employees so as to make each of said Defendants employers and employers jointly
14 liable under the statutory provisions set forth herein.

15 14. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
16 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
17 employers, subsidiaries, successors, parents, principals, related entities, co-conspirators, authorized
18 agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant
19 was dominated by his, her, or its codefendants, and each was the alter ego of the other.

20 15. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
21 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
22 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
23 the other Defendants.

24 16. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
25 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
26 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
27 earned and due, through methods and schemes which include, but are not limited to: failing to provide
28 meal periods; failing to authorize and permit rest breaks; failing to pay premium wages in lieu of missed

1 and/or noncompliant meal periods and rest breaks; failing to properly maintain records; failing to
2 provide accurate itemized statements for each pay period; failing to timely pay wages during
3 employment; and failing to timely pay final wages, in violation of the California Labor Code (“Labor
4 Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Order(s).

5 17. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
6 Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for
7 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
8 any order of the Industrial Welfare Commission, or Labor Code sections 203, 226, or 226.7.

9 **CLASS ACTION ALLEGATIONS**

10 18. Plaintiff brings the First through Fifth Causes of Action as a class action on her own
11 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
12 certification under Code of Civil Procedure section 382.

13 19. The proposed class is defined as follows: All current and former non-exempt employees
14 of any of the Defendants within the State of California at any time commencing four (4) years preceding
15 the filing of Plaintiff’s original complaint up until the time that notice of the certified class action is
16 provided to the class (hereinafter referred to as the “Class” or “Class Members”).

17 20. Plaintiff reserves the right to establish other subclasses as appropriate.

18 21. The Class is ascertainable and there is a well-defined community of interest in the
19 litigation:

20 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
21 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
22 time; however, the Class is estimated to be over fifty (50) individuals and the identity
23 of such membership is readily ascertainable by inspection of Defendants’ employment
24 records.

25 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated
26 herein. Plaintiff and the Class members worked as hourly, non-exempt employees for
27 Defendants in California, including laborers and car washers, at Defendants’ locations
28 in California. Plaintiff will fairly and adequately protect the interests of the other Class

Members with whom she has a well-defined community of interest. Plaintiff and the other similarly situated Class Members were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's counsel, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

22. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

a. Whether Defendants deprived Plaintiff and the other Class Members of meal periods and/or rest breaks or required Plaintiff and the other Class Members to work during meal periods and/or rest breaks without compensation;

b. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided legally compliant meal periods;

- 1 c. Whether Defendants failed to pay rest period premium wages to Class Members when
2 they were not authorized and permitted to take legally compliant rest periods;
- 3 d. Whether Defendants had a corporate policy and practice of failing to provide legally
4 compliant meal periods;
- 5 e. Whether Defendants had a corporate policy and practice of failing to authorize and
6 permit legally compliant rest breaks;
- 7 f. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
8 within the time required upon their discharge or resignation from employment;
- 9 g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
10 within the time required during their employment;
- 11 h. Whether Defendants' failure to pay wages, without abatement, or reduction, in
12 accordance with the California Labor Code was willful;
- 13 i. Whether Defendants complied with wage statement reporting as required by the
14 California Labor Code, including section 226;
- 15 j. Whether Defendants maintained accurate payroll and time records;
- 16 k. Whether Defendants engaged in unfair business practices in violation of California
17 Business & Professions Code section 17200, *et seq.* based on their improper withholding
18 of compensation and deduction of wages;
- 19 l. The appropriate amount of damages, restitution, and/or monetary penalties resulting
20 from Defendants' violation of California law; and
- 21 m. Whether Plaintiff and the other Class Members are entitled to compensatory damages
22 pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 23. Plaintiff is informed and believes that Defendants own and operate car washes, gas
25 stations, and convenience stores. Defendants employed Plaintiff from approximately March 2023 to
26 July 2023.

27 24. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
28 Aggrieved Employees as hourly-paid or non-exempt employees.

1 25. Throughout the time period involved in this case, Defendants had the authority to hire
2 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work
3 rules, working conditions, wages, working hours; and to directly or indirectly control the terms of
4 employment of Plaintiff, the Class, and the Aggrieved Employees.

5 26. At all times herein mentioned, Defendants were subject to the Labor Code of the State
6 of California and the applicable Industrial Welfare Commission Orders.

7 27. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an
8 ongoing and systematic scheme of wage and hour violations against their hourly-paid or non-exempt
9 employees. As set forth in more detail below, Defendants routinely failed to permit Plaintiff, the Class,
10 and the Aggrieved Employees to take timely and duty-free meal periods and rest breaks in violation of
11 California law, and failed to pay associated meal period and rest break premium wages. Defendants
12 also failed to provide accurate itemized wage statements for each pay period, and failed to timely pay
13 all wages owed during and upon separation of employment.

14 28. On information and belief, throughout the time period involved in this case, Defendants
15 have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved
16 Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide,
17 authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-
18 duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
19 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make
20 a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

21 29. On information and belief, throughout the time period involved in this case, Defendants
22 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest
23 periods under California law. Moreover, to the extent Defendants implemented any written policies,
24 Defendants systematically disregarded their own written policies regarding the provision and timing of
25 rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy
26 and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way that regularly
27 prohibited them from taking timely and duty-free rest periods, and to regularly require Plaintiff, the
28 Class, and the Aggrieved Employees to work through their rest periods.

1 30. On information and belief, throughout the time period involved in this case, Defendants
2 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that
3 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
4 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest
5 periods or payment of one additional hour of pay at their regular rate of pay when a rest period was
6 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
7 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods,
8 and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at
9 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

10 31. On information and belief, throughout the time period involved in this case, Defendants
11 implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved
12 Employees with all timely and duty-free meal periods. On information and belief, Defendants routinely
13 failed to relieve Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal
14 periods, regularly failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees
15 during their meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees
16 a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the
17 Class, and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
18 than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted
19 meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours.

20 32. On information and belief, throughout the time period involved in this case, Defendants
21 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal
22 periods under California law. Moreover, to the extent Defendants implemented any written policies,
23 Defendants systematically disregarded their own written policies regarding the provision and timing of
24 meal periods for Plaintiff, the Class, and the Aggrieved Employees.

25 33. On information and belief, throughout the time period involved in this case, Defendants
26 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that
27 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
28 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal

1 periods or payment of one additional hour of pay at their regular rate of pay when a meal period was
2 missed, short, late, and/or interrupted. Notwithstanding this knowledge, on information and belief,
3 Defendants routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
4 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the Class, and
5 the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or
6 interrupted.

7 34. On information and belief, throughout the time period involved in this case, Defendants
8 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon
9 discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the
10 Aggrieved Employees were entitled to receive all wages owed to them upon termination within the
11 time permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
12 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
13 including premium wages, within any time permissible under California Labor Code section 202.

14 35. On information and belief, throughout the time period involved in this case, Defendants
15 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time
16 permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants
17 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
18 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
19 Employees did not receive payment of all wages, including meal and rest period premiums.

20 36. On information and belief, throughout the time period involved in this case, Defendants
21 regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the
22 Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the
23 Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance
24 with California law, but, in fact, they did not receive complete and accurate wage statements from
25 Defendants. The deficiencies included, *inter alia*, the failure to include premium pay for noncompliant
26 meal periods and rest breaks.

27 37. Throughout the time period involved in this case, Defendants knew or should have
28 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant

1 to California law. Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the
3 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
4 profits.

5 38. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
6 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
7 her] under this article."

8 **FIRST CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against All Defendants)**

11 39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
12 allegation set forth above.

13 40. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
14 section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

15 41. At all relevant times, California Labor Code section 226.7 provides that no employer
16 shall require an employee to work during any rest period mandated by an applicable order of the
17 California IWC.

18 42. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
19 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
20 the middle of each work period" and that the "rest period time shall be based on the total hours worked
21 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
22 total daily work time is less than three and one-half (3.5) hours."

23 43. During the relevant time period, Defendants required Plaintiff and other Class Members
24 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
25 four (4) hour period worked.

26 44. During the relevant time period, Defendants willfully required Plaintiff and the other
27 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
28 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take

uninterrupted, duty-free rest breaks.

45. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

46. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

47. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 512, 226.7)

(Against All Defendants)

48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

49. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

50. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

51. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

52. At all relevant times, California Labor Code section 512(a) further provides that an

1 employer may not require, cause or permit an employee to work for a work period of more than ten
2 (10) hours per day without providing the employee with a second uninterrupted meal period of not less
3 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
4 second meal period may be waived by mutual consent of the employer and the employee only if the
5 first meal period was not waived.

6 53. During the relevant time period, Plaintiff and the other Class Members who were
7 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
8 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
9 without an uninterrupted meal period of not less than thirty (30) minutes.

10 54. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
11 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

12 55. Defendants' conduct violates the applicable IWC Wage Order and California Labor
13 Code sections 226.7 and 512(a).

14 56. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
16 hour of pay at the employee's regular rate of compensation for each work day that the meal period was
17 not provided.

18 **THIRD CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 201, 202, 203)**

20 **(Against All Defendants)**

21 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
22 allegation set forth above.

23 58. At all relevant times herein set forth, California Labor Code sections 201 and 202
24 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
25 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
26 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee
27 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
28 entitled to his or her wages at the time of quitting.

59. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to premium wages, within seventy-two (72) hours of their leaving Defendants' employ.

60. Defendants' failure to pay Plaintiff and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

61. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

62. Plaintiff and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee. The deductions made from
2 payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month,
3 day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the
4 employer for at least three years at the place of employment or at a central location within the State of
5 California.

6 65. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
7 complete and accurate wage statements. The deficiencies include, but are not limited to the failure list
8 the total number of hours worked, premium wages, and the correct rates of pay.

9 66. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and
10 the Class have suffered injury and damage to their statutorily-protected rights.

11 67. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
12 and willful violation of California Labor Code section 226(a) because they were denied both their legal
13 right to receive, and their protected interest in receiving, accurate and itemized wage statements
14 pursuant to California Labor Code section 226(a).

15 68. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
16 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
17 aggregate penalty not exceeding four thousand dollars per employee.

18 69. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
19 this section, pursuant to California Labor Code section 226(g).

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

22 **(Against All Defendants)**

23 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
24 allegation set forth above.

25 71. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
26 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
27 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
28 Civil Procedure section 1021.5.

1 72. Defendants' activities as alleged herein are violations of California law, and constitute
2 unlawful business acts and practices in violation of California Business & Professions Code section
3 17200, *et seq.*

4 73. Plaintiff is a "person" within the meaning of Business & Professions Code section
5 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
6 restitution, and other appropriate equitable relief.

7 74. A violation of California Business & Professions Code section 17200, *et seq.* may be
8 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
9 practices of requiring employees, including Plaintiff and the Class, work without legally compliant
10 meal periods and rest breaks and without premium compensation in lieu thereof, violate California
11 Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely
12 pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, and 203.

13 75. Defendants also violated California Labor Code sections 204 and 226(a).

14 76. Wage-and-hour laws express fundamental public policies. Paying employees their
15 wages at the correct rate of pay, providing them with meal periods and rest breaks, etc., are fundamental
16 public policies of California. Labor Code section 90.5(a) sets forth the public policies of this State
17 vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted
18 to work under unlawful conditions, and to protect law-abiding employers and their employees from
19 competitors who lower costs to themselves by failing to comply with fair labor standards. Through the
20 conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated
21 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
22 in violation of Business & Professions Code § 17200 *et seq.*

23 77. As a result of the herein described violations of California law, Defendants unlawfully
24 gained an unfair advantage over other businesses.

25 78. Plaintiff and the Class have been personally injured by Defendants' unlawful business
26 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
27 property.

28 79. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff

1 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
2 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
3 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award
4 of costs.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 2699, et seq.)**

7 **(Against All Defendants)**

8 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
9 allegation set forth above.

10 81. Plaintiff brings her Sixth Cause of Action as a representative action on behalf of herself
11 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
12 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

13 82. PAGA specifically provides for a private right of action to recover civil penalties for
14 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
15 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
17 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
18 brought by an aggrieved employee on behalf of herself or herself and other current or former employees
19 pursuant to the procedures specified in section 2699.3." Labor Code § 2699(a).

20 83. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
21 committed against her during her time of employment. Plaintiff is therefore, an "aggrieved employee"
22 under PAGA.

23 84. As set forth in detail above, during all times relevant to this Action, Defendants have
24 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 25 a. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
26 duty-free rest periods;
- 27 b. Failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium
28 pay for rest period violations in violation of Labor Code § 226.7;

- c. Failing to provide legally compliant and duty-free meal periods to Plaintiff and the Aggrieved Employees;
- d. Failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512;
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203;
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- g. Failing to maintain accurate payroll and time records in violation of Labor Code section 1174 and the applicable IWC Wage Order(s);
- h. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

85. California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of herself and the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11070, penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

86. Pursuant to Labor Code § 2699.3, on or about November 9, 2023, Plaintiff, through her counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have fulfilled all administrative prerequisites to the pursuit of her PAGA claim on behalf herself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

87. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;
6. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;
7. For all actual, consequential, and incidental losses and damages, according to proof;
8. For premium wages pursuant to California Labor Code section 226.7;
9. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- and
10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

11. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal

1 periods (including second meal periods) to Plaintiff and the Class;

2 12. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
3 employee's regular rate of compensation for each workday that a meal period was not provided;

4 13. For all actual, consequential, and incidental losses and damages, according to proof;

5 14. For premium wages pursuant to California Labor Code section 226.7;

6 15. For pre-judgment interest on any unpaid wages from the date such amounts were due;

7 16. For reasonable attorneys' fees and costs of suit incurred herein; and

8 17. For such other and further relief as the Court may deem just and proper.

9 **As to the Third Cause of Action**

10 18. That the Court declare, adjudge and decree that Defendants violated California Labor
11 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
12 termination of the employment of Plaintiff and other Class Members no longer employed by
13 Defendants;

14 19. For all actual, consequential, and incidental losses and damages, according to proof;

15 20. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
16 and other Class Members who have left Defendants' employ;

17 21. For pre-judgment interest on any unpaid compensation from the date such amounts were
18 due; and

19 22. For such other and further relief as the Court may deem just and proper.

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendants violated the record keeping
22 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
23 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

24 24. For actual, consequential and incidental losses and damages, according to proof;

25 25. For statutory penalties pursuant to California Labor Code section 226(e); and

26 26. For such other and further relief as the Court may deem just and proper.

27 **As to the Fifth Cause of Action**

28 27. That the Court declare, adjudge and decree that Defendants violated California Business

1 and Professions Code sections 17200, *et seq.* by failing to provide all meal and rest periods to Plaintiff
2 and the Class, or premium compensation in lieu thereof, failing to pay Plaintiff's and other Class
3 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by
4 violating California Labor Code sections 226(a);

5 28. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
6 from the day such amounts were due and payable;

7 29. For the appointment of a receiver to receive, manage and distribute any and all funds
8 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
9 of violation of California Business and Professions Code sections 17200, *et seq.*;

10 30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
11 Code of Civil Procedure section 1021.5;

12 31. For injunctive relief to ensure compliance with this section, pursuant to California
13 Business and Professions Code sections 17200, *et seq.*; and

14 32. For such other and further relief as the Court may deem just and proper.

15 **As to the Sixth Cause of Action**

16 33. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

17 34. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
18 558, 226, 226.3, 1174.5, and all other penalties allowed by the California Labor Code and/or other
19 applicable statutes; and

20 35. For such other relief as the Court deems just and proper.

21 DATED: December 26, 2023

22 **NORTH LAW, P.C.**

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25 _____
26 Hengameh S. Safaei
27 Attorneys for Plaintiff MARIA
28 VANEGAS, individually and on behalf of
others similarly situated

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DATED: December 26, 2023

NORTH LAW P.C.

Rafael

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