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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

JOSE GONZALEZ and FABIOLA
BRIBIESCA, Individually, and on behalf of
other members of the general public similarly
situated

Plaintiffs

v.

NATURE BLOOM HARVEST, LLC, a
California Limited Liability Company, and
DOES 1-10, inclusive

Defendants

CASE NO. 24CV000467

(Proposed CLASS ACTION)

COMPLAINT FOR:

1. **VIOLATION OF LABOR CODE §§
226.7 and 512 (Class Claim)**
2. **VIOLATION OF LABOR CODE §§
510, 1194 and 1197 (Class Claim);**
3. **VIOLATION OF LABOR CODE §
226 (Class Claim)**
4. **VIOLATION OF LABOR CODE §§
2802 (Class Claim)**
5. **VIOLATION OF LABOR CODE §§
201-203 (Class Claim);**
6. **VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 et
seq. (Class Claim)**

Demand for Jury Trial

COMES NOW Plaintiffs JOSE GONZALEZ and FABIOLA BRIBIESCA (“Plaintiffs”), Individually, and on behalf of all other members of the general public similarly situated, and alleges for their Complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California, and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s).
2. Venue before this Court is proper in that Defendant NATURE BLOOM HARVEST, LLC, (hereinafter, “NBH” or “Defendants”) is a California Limited Liability Company, performing business in the state of California, and County of Monterey. Additionally, certain acts constituting the below violations were committed in the County of Monterey.
3. At all relevant times herein, Plaintiff JOSE GONZALEZ was an individual working in the County of Monterey, state of California. At all relevant times herein, Plaintiff FABIOLA BRIBIESCA was an individual working in the County of Santa Cruz, State of California, but reported to the County of Monterey headquarters of NATURE BLOOM HARVEST, LLC.
4. Plaintiffs are presently unaware of the true names, capacities, and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiffs will seek leave of court to amend this Complaint to allege their true names and capacities after the same have been ascertained.
5. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants are responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the

1 co-defendants. Plaintiffs' injuries as herein alleged were proximately caused by said Defendants.
2 Wherever it is alleged herein that any act or omission was done or committed by any specially
3 named Defendant or Defendants, Plaintiffs intends thereby to allege and do allege that the same
4 act or omission was also done and committed by each and every Defendant named as a DOE,
5 both separately and in concert or conspiracy with the named Defendant or Defendants,
6 (hereinafter, DOES 1 through 10 and NBH, are collectively known as "Defendants").

- 7 6. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them,
8 including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole
9 proprietorships, partnerships, registered professionals, corporations, alter egos, or other legal
10 entities which were licensed to do and/or were doing business in the County of Monterey, State
11 of California at all times relevant to the subject matter of this action.

12 **FACTUAL BACKGROUND**

- 13 7. Plaintiff GONZALEZ was employed by Defendants as a non-exempt employee, from
14 approximately March 27, 2023 through approximately June 8, 2023. Plaintiff BRIBIESCA was
15 employed by Defendants as a non-exempt employee, from approximately April 24, 2023 through
16 May 12, 2023. Throughout their employment with Defendants, Plaintiffs performed their jobs
17 in a capable and competent manner, and were commended for doing so.
- 18 8. Throughout the term of their employment, Plaintiffs and all other aggrieved employees were and
19 currently are denied the benefits and protections of the Labor Code due to Defendants'
20 institutionalized pay practices, standard as to all of Defendants' California-based, nonexempt,
21 non-union employees.

22 **CLASS ACTION ALLEGATIONS**

- 23 9. As more specifically set forth below, Plaintiffs bring this action on behalf of an ascertainable
24 class and a well-defined community of interest among the class members. Code Civ. Proc. § 382;
25 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 426, 470. Throughout the operative
26 limitations period, Plaintiffs and all other class members were denied the protections and benefits
27 of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order(s) due to
28 Defendants' standard practices. Throughout their employment, Plaintiffs and all other class

1 members were and are denied full and accurate compensation, including overtime compensation,
2 in violation of, *inter alia*, Labor Code sections 510 and 1194. Plaintiffs and the other class
3 members were and are denied Meal and/or Rest Periods and Meal and/or Rest Period payments,
4 in violation of, *inter alia*, IWC Wage Order 1 (or any other applicable Wage Order) and Labor
5 Code sections 226.7 and 512. Defendants failed to furnish accurate itemized wage statements
6 in violation of, *inter alia*, Labor Code section 226. Defendants failed to reimburse Plaintiffs and
7 other class members for necessary business expenditures in violation of, *inter alia*, Labor Code
8 section 2802.

9 10. Plaintiffs bring this action on the grounds that they and other similarly situated current and
10 former employees of Defendants were and are improperly denied the mandated wages and
11 reimbursements resulting from the above-referenced violations. *Sav-On Drug Stores, Inc. v.*
12 *Superior Court* (2004) 34 Cal.4th 319. The class is believed to contain approximately One-
13 Hundred (100) members.

14 11. The approximately One-Hundred (100) member class is ascertainable via their experience as
15 Defendants' current or former California-based employees, designated as "nonexempt" by
16 Defendants.

17 12. Class members share a community of interest and an injury-in-fact as Defendants have violated
18 California compensation laws, depriving class members of money earned.

19 13. There are questions of fact and law common to the class that predominate over any questions
20 affecting only individual members. The questions of law and fact common to the class arising
21 from Defendants' actions include, without limitation, the following:

- 22 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
23 double time wages due and owing to them;
- 24 b. Whether Defendants failed to provide its employees with statutorily-compliant Meal
25 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
26 226.7, in that Defendants written policies are not compliant with California law,
27 Defendants do not allow its employees duty-free Meal or Rest Periods, and Defendants
28 improperly "round" employees recorded Meal Periods;

- c. Whether Defendants failed to properly provide Meal and Rest Period premiums in accordance with law;
 - d. Whether Defendants failed to properly calculate and pay its employees overtime compensation or Meal and Rest Period premiums in accordance with law by failing to properly calculate, into the Regular Rate of Pay, the value of employee benefits, all compensation;
 - e. Whether Defendants failed to properly reimburse its employees for necessary business expenditures for, *inter alia*, cell phone costs and mileage, in violation of Labor Code section 2802;
 - f. Whether Defendants failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Defendants failed to provide proper compensation for all hours worked, as discussed above; and
 - g. Whether Defendants conduct constituted a violation of Business & Professions Code section 17200 *et seq.*
14. The class on whose behalf this action is brought is so numerous that joinder of all parties individually would be impracticable. Plaintiffs brings the class action on behalf of approximately One-Hundred (100) nonexempt, California-based current and former employees of Defendants who share a common or general interest, and it would be impracticable for those employees to bring the action individually. Any variations in job activities between the individual class members are legally insignificant to the issues presented by this action since the central facts remain, to wit, Plaintiffs and all other class members were improperly denied the benefits and protections of the Labor Code and IWC Wage Order(s), by and through Defendants' standard and institutionalized practices.
 15. There are questions of law and fact common to the class. Plaintiffs, and all class members, were injured by Defendants' violations of the enumerated Labor Code sections and IWC Wage Order(s). As these violations resulted from Defendants' standard and institutionalized practices, questions of law and fact are common to the class.
 16. Plaintiffs' claims in this action are typical of the class whom Plaintiffs generally represents. The

claims result from Defendants' standard and institutionalized practices, experienced by Plaintiffs and all other class members.

17. Plaintiffs can fairly and adequately protect the interests of all the members of the class they represents in this action. Any difference in job titles is immaterial, as Defendants used (and uses) standard systems to compensate class members. Plaintiffs's experience and knowledge of Defendants' "wage and hour" practices, in addition to Plaintiffs's familiarity with Defendants' pay policies pertaining to the class members she represents, entitles him to adequately and fairly represent the class.

18. Common questions predominate over questions affecting individual class members. Plaintiffs and all other class members were improperly denied the benefits and protections of the Labor Code and IWC Wage Order(s) by and through Defendants' standard and institutionalized practices. Common questions of law or fact therefore "present a significant aspect of the case" and are capable of resolution "in a single adjudication." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1022.

19. At all times mentioned herein, Defendants are and were "employers" as that term is used within the relevant sections of the California Labor Code.

FIRST CAUSE OF ACTION

Meal and Rest Period Violations Pursuant to Labor Code §§ 226.7 and 512

Class Action

(Individually, and on behalf of the Class, against Defendants DOES 1 through 10)

20. Plaintiffs hereby incorporate by reference paragraphs 1 through 19 as though fully set forth herein.

21. Labor Code section 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the 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.

Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.

22. Under applicable California law, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a Meal Period of not less

1 than 30 minutes [...] An employer may not employ an employee for a work period of more than
2 10 hours per day without providing the employee with a second Meal Period of not less than 30
3 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regulations. § 11010 (10)(A). Unless the
4 employee is relieved of all duty for a full thirty (30) minute Meal Period, the Meal Period shall
5 be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code Regulations.
6 § 11010 (10); *See Safeway v. Superior Court* (2015) 238 Cal.App.4th 1138, 1160.

7 23. California law requires employers to provide employees with a 10-minute Rest Period for every
8 four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11010 (11).

9 24. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage Order
10 must pay the employee one additional hour of pay at the employee’s regular rate of pay for each
11 workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs.
12 § 11010 (10), (11).

13 25. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period
14 policies.

15 26. For example, Defendants’ Rest Period policy and practice does not provide the right for
16 employees to “leave the premises.”

17 27. Defendants’ Meal and Rest Period policy also assumes that employees have “waived” the right
18 to a legally-compliant Meal or Rest Period, or a Meal or Rest Period penalty payment, unless the
19 employees complete a very specific process of formal notification to the Defendants.

20 28. Moreover, Defendants’ policies and practices preclude “duty-free” Meal and Rest Periods. These
21 institutional and established practices of Defendants are illegal, in that Plaintiffs and all other
22 employees were denied proper and/or timely Meal and Rest Periods.

23 29. These violations are due, in part, to the fact that Defendants do not possess a legal Rest Period
24 policy or practice, as its Rest Period policy lacks required language, resulting in employees
25 failing to receive all Rest Periods legally due. Defendants do not provide Rest Periods, as defined
26 by California law. Further, Defendants have never provided a Rest Period penalty payment to any
27 employee.

28 30. Defendants also do not possess a legal Meal Period policy, and make no attempt to ensure that

1 its employees are either timely or wholly provided Meal Periods. The employees would often
2 either miss a Meal Period entirely, be provided a short or late Meal Period, or be provided only
3 one Meal Period, even when they were working in excess of 10 hours a day. Additionally,
4 Defendants failed to accurately record its employees' actual start and stop times of Meal Periods,
5 in violation of the IWC Wage Orders. 8 Cal. Code Regs. § 11010 (6)(A)(3).

6 31. Moreover, Defendants' policies and practices preclude "duty-free" Meal and Rest Periods, in that
7 the employees are required to remain "On Call" at all times, including during the Meal and Rest
8 Periods, in order to (among other reasons) respond to sudden customer or coworker needs. These
9 institutional and established practices of Defendants are illegal, in that Plaintiffs and all other
10 class members were denied proper and/or timely Meal and Rest Periods.

11 32. Defendants willfully failed and refused to pay Plaintiffs and all other class members one
12 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period was
13 not provided, as required by Labor Code section 226.7 and IWC Wage Order 1 (11), (12).

14 33. Any payments made by Defendants for missed or late Meal Periods were not paid at an
15 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
16 Orders. Instead, these payments were made at an employee's base rate and did not include the
17 value of, *inter alia*, additional compensation and/or employee benefits such as (for example)
18 Shift Differentials, employee discounts, and non-discretionary bonuses.

19 34. As a direct result of Defendants' willful failure and refusal to comply with the California Labor
20 Code, Plaintiffs and other employees have suffered injury, loss, and harm in a sum according to
21 proof. On behalf of the class, Plaintiffs hereby seek compensatory damages, back pay (or
22 penalty), prejudgment interest, and other remedies set forth below.

23 35. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs are
24 presently unaware of the precise amount of these expenses and fees and prays leave of court to
25 amend this Complaint when the amounts are more fully known.

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SECOND CAUSE OF ACTION
Minimum Wage and Overtime Violations Pursuant to Labor Code §§ 510, 1194 and 1197
Class Action
(Individually, and on behalf of the Class, against Defendants DOES 1 through 10)

36. Plaintiffs incorporate by reference paragraphs 1 through 35 as though fully set forth herein.
37. Throughout the applicable time period, Plaintiffs and the other Class Members were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.
38. Defendants failed to pay its employees all compensation due, including overtime compensation, in violation of, among other statutes, Labor Code sections 510 and 1197. This failure was caused by several separate uniform practices of Defendants. This failure was caused by and through Defendants' failure to maintain accurate Time Records (as required by California law), to the detriment of the employee. Specifically, although Defendants would receive "to-the-minute" start and end times (from its employees required actions), Defendants would thereafter alter - and deduct time from - the Time Records, prior to payment of compensation to the employees. Finally, Defendants' failed to keep accurate time records which reflected when its employees were actually working or under Defendants' control. These actions, and instructions, caused the employees to lose compensation, including the proper minimum wage and overtime compensation.
39. Additionally, Defendants failed to properly calculate Plaintiffs's regular rate of pay for purposes of overtime compensation such that the value of employee's benefits was not included in the calculation of Plaintiffs's regular rate of pay. Plaintiffs are informed and believe and thereon allege that at all relevant times herein, Defendants failed to take into account the value of all employee compensation (*i.e.* failure to calculate piece rate pay, shift differentials, employee discounts, and non-discretionary bonuses) when calculating their regular rates of pay, for purposes of overtime compensation, in violation of Labor Code section 510. Additionally, by altering its employees' time records, as referenced above, Defendants alter the actual hourly rate of pay for its employees. Defendants do not factor in this actual hourly rate, when calculating the overtime rate of pay, in violation of Labor Code section 510.

1 40. Defendants failed to pay Plaintiffs and all other class members all compensation due, including
2 Overtime Compensation, due in violation of, among other statutes, Labor Code section 510.
3 These violations occurred due to Defendants' illegal policies, referenced above, including the
4 failure to accurately record employee time worked, whereby employees experienced monetary
5 under-compensation. These violations also occurred as Defendants had several policies and
6 practices which required employees to work in excess of 8 hours, without receiving all overtime
7 (and/or double-time) compensation. The systematic failure to provide proper overtime
8 compensation is a violation of California law.

9 41. As a direct result of Defendants' willful failure and refusal to comply with the California Labor
10 Code, Plaintiffs and other employees have suffered injury, loss, and harm all to their damages
11 in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory
12 damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

13 42. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs are
14 presently unaware of the precise amount of these expenses and fees and prays leave of court to
15 amend this Complaint when the amounts are more fully known.

16 **THIRD CAUSE OF ACTION**
17 **Wage Statement Violations Pursuant to Labor Code § 226**
18 **Class Action**
(Individually, and on behalf of the Class, against Defendants and DOES 1 through 10)

19 43. Plaintiffs hereby incorporates by reference paragraphs 1 through 42 as though fully set forth
20 herein.

21 44. Throughout the applicable time period, Plaintiffs and the other class members were denied the
22 benefits and protections of the California Labor Code and IWC Wage Order(s) and were
23 damaged thereby.

24 45. Defendants failed to provide Plaintiffs and all other members of the Class action with accurate
25 itemized wage statements in violation of, among other statutes, Labor Code section 226. These
26 violations include, but are not limited to, Defendants failure to provide an accurate showing of
27 the gross wages earned, in violation of Labor Code section 226(a)(1), due to under-payments
28 caused by the "Regular" time and Overtime allegations listed above, Defendants failure to

1 accurately identify all applicable regular and overtime (including double-time) rates of pay in
2 violation of section 226(a)(9), and providing inaccurate representations of both “gross” and “net
3 wages.” Defendants also failed to provide an accurate showing of the “total hours worked,” in
4 violation of Labor Code section 226(a)(2).

5 46. As a direct result of Defendant’s willful failure and refusal to comply with the California Labor
6 Code, Plaintiffs and other employees have suffered injury, loss, and harm all to their damages
7 in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory
8 damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

9 47. Plaintiffs have incurred and continue to incur legal expenses and attorneys’ fees. Plaintiffs are
10 presently unaware of the precise amount of these expenses and fees and prays for leave of court
11 to amend this Complaint when the amounts are more fully known.

12 **FOURTH CAUSE OF ACTION**
13 **Failure to Reimburse Pursuant to Labor Code § 2802**
14 **Class Action**

15 **(Individually, and on behalf of the Class, against Defendants and DOES 1 through 10)**

16 48. Plaintiffs hereby incorporates by reference paragraphs 1 through 47 as though fully set forth
17 herein.

18 49. Defendants failed to reimburse Plaintiffs and all other Class Members for all necessary business
19 expenditures incurred in direct consequence of the discharge of their duties in violation of,
20 among other statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*,
21 Defendants’ standard policies which require its employees to incur mileage costs without full
22 reimbursement. Plaintiffs and all other Class Members were also forced to incur cell phone
23 costs, without reimbursement.

24 50. As a direct result of Defendants’ willful failure and refusal to comply with the California Labor
25 Code, Plaintiffs and other non-exempt employees have suffered injury, loss, and harm all to their
26 damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory
27 damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

28 51. Plaintiffs have incurred and continue to incur legal expenses and attorneys’ fees. Plaintiffs are
presently unaware of the precise amount of these expenses and fees and prays for leave of court

1 to amend this Complaint when the amounts are more fully known.

2 **FIFTH CAUSE OF ACTION**
3 **Failure to Pay Wages Upon Separation Pursuant to Labor Code § 203**
4 **Class Action**
5 **(Individually, and on behalf of the Class, against Defendants and DOES 1-10)**

6 52. Plaintiffs hereby incorporates by reference paragraphs 1 through 51 as though fully set forth
7 herein.

8 53. Throughout the applicable time period, Plaintiffs and the other Class Members were denied the
9 benefits and protections of the California Labor Code and IWC Wage Order(s) and were
10 damaged thereby. These violations resulted from, among other unlawful actions, Defendants'
11 willful failure to provide accurate and complete compensation to class members under Labor
12 Code sections 226.7, 510, 512, 1197, and 2802.

13 54. As set forth above, Defendants failed (and continue to fail) to provide all wages due and owing
14 to Plaintiffs and all other class members throughout the course of their employment. As a direct
15 result of this failure, Plaintiffs and all other class members who were discharged or quit were
16 denied all wages due and owing when they received their final paychecks. These final paychecks
17 failed to take into account all outstanding wages due as a result of Defendants' standard and
18 institutionalized payroll practices.

19 55. Labor Code section 203 provides for waiting time penalties for failing to pay wages earned and
20 unpaid at the time of discharge, in violation of Labor Code section 201. Accordingly, Plaintiffs
21 and all other putative class members seek these penalties as relief for Defendants' violations.

22 56. As a direct result of Defendants' willful failure and refusal to comply with the California Labor
23 Code, Plaintiffs and other employees have suffered injury, loss, and harm all to their damages
24 in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory
25 damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

26 57. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees. Plaintiffs are
27 presently unaware of the precise amount of these expenses and fees and prays for leave of court
28 to amend this Complaint when the amounts are more fully known.

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SIXTH CAUSE OF ACTION
Violation of Business and Professions Code § 17200
Class Action

(Individually, and on behalf of the Class, against Defendants and DOES 1-10)

58. Plaintiffs hereby incorporates by reference paragraphs 1 through 57 as though fully set forth herein.
59. Plaintiffs are a direct victim of Defendants' illegal and/or unfair business acts and practices referenced in this complaint, have lost money as a result of such practices, and bring this action both in their individual capacities and on behalf of Defendants' current and former California-based, nonexempt employees who share a common or general interest in the damages as a result of the illegal and/or unfair practices.
60. The approximately One-Hundred (100) member class is ascertainable via their experience as Defendants' current or former California-based, nonexempt employees. Class members share a community of interest and an injury-in-fact as Defendants have violated California compensation laws, thereby depriving class members of money earned. Based on the facts set forth above, it would be impracticable to proceed in individual actions.
61. Plaintiffs suffered an injury-in-fact pursuant to Business & Professions Code section 17204, and lost money as a result of Defendants' illegal and/or unfair practices.
62. Plaintiffs bring this action on behalf of an ascertainable class who share a community of interest pursuant to Business & Professions Code section 17203 and Code of Civil Procedure section 382 and who share a common or general interest in the damages as a result of the illegal and/or unfair practices, in that those individuals on whose behalf the action is brought have also lost money as a result of Defendants' practices, as set forth above, and that it would be impracticable to proceed as an individual Plaintiffs action.
63. As set forth above, during the course of Plaintiffs' employment, Defendants failed and refused to properly pay Plaintiffs and all other class members. Defendants also failed to comply with fundamentally protective California laws including, but not limited to, Labor Code sections 201-203, 226, 226.7, 510, 512, 1194, and 2802, as well as IWC Wage Order 1, or any other applicable Wage Order.

- 1 64. Business & Professions Code section 17200 *et seq.* prohibits any unlawful, unfair, or fraudulent
2 business act or practice.
- 3 65. Plaintiffs' allegations herein are based upon Defendants' institutional business acts and practices.
- 4 66. Defendants' acts and practices, as described herein above, are unlawful and unfair, in that they
5 violate the Labor Code and IWC Wage Order(s).
- 6 67. As a direct result of Defendants' unlawful and unfair business acts and practices, Plaintiffs and
7 all other class members have been denied wages earned, and have therefore been damaged in an
8 amount to be proven. Accordingly, Plaintiffs pray for restitution and injunctive damages in an
9 amount to be proven.
- 10 68. Plaintiffs are informed and believe, and on that basis allege, that Defendants' unlawful and unfair
11 business practices, alleged above, are continuing in nature and are widespread.
- 12 69. On behalf of the ascertainable class, Plaintiffs respectfully request an injunction against
13 Defendants to enjoin them from continuing to engage in the illegal conduct alleged herein.
- 14 70. On behalf of the ascertainable class, Plaintiffs respectfully request restitution damages.
- 15 71. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs are
16 presently unaware of the precise amount of these expenses and fees, and prays for leave of court
17 to amend this Complaint when the amounts are more fully known.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs on their own behalf and on behalf of all members of the proposed
20 Class, prays for judgment as follows:

- 21 1. For an order certifying the proposed class(es);
- 22 2. For compensatory damages according to proof, as set forth under Labor Code sections 510, 1194,
23 and 2802, among other statutes;
- 24 3. For penalties and restitution of wages according to proof, as set forth under Labor Code sections
25 221, 226, 226.7, 450, and 1197.1, among other statutes;
- 26 4. For penalties pursuant to Title 8, California Code of Regulations, Wage Order 1 (or any
27 applicable Wage Order);
- 28 5. For lost back pay in an amount to be proven;

6. On behalf of the ascertainable Class, for a permanent injunction against Defendants restraining, preventing, and enjoining Defendants from engaging in the illegal practices alleged, and to ensure compliance with, among other employee protections, Labor Code sections 226, 226.7, 510, 512, 1197, and 2802;
7. On behalf of the ascertainable Class, for restitution damages on behalf of the section 17200 claimants who share a common or general interest;
8. Where available, for liquidated damages pursuant to Labor Code section 1194.2;
9. For an award of interest, including prejudgment interest, pursuant to Labor Code section 218.6;
10. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code sections 218.5, 226, 1194, 2802 and Code of Civil Procedure section 1021.5; and
11. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request that this matter be heard and decided by trial by jury.

Dated: January 31, 2024

SULLIVAN & YAECKEL LAW GROUP, APC



Eric K. Yaeckel

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Karoline D. Kitlowski

Attorneys for Plaintiffs JOSE GONZALEZ and FABIOLA BRIBIESCA Individually, and on behalf of other members of the general public similarly situated