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Attorneys for Plaintiff Anizette Lingad,
 on behalf of herself, all others similarly situated,
 and the general public,

FILED
 Superior Court of California
 County of Los Angeles

02/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ANIZETTE LINGAD, on behalf of herself
 and all others similarly situated and on behalf
 of the general public,

Plaintiff,

v.

TOP QUALITY MANUFACTURING,
 LLC, a Delaware limited liability company,
 TOP QUALITY MANUFACTURING,
 INC., a Pennsylvania corporation, and
 DOES 1 through 10, inclusive,

Defendants.

CASE NO: 24STCV03079

Assigned the Honorable Yvette M. Palazuelos, Dept.
 SS-9

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

**1. FAILURE TO PAY ALL WAGES DUE
 (LABOR CODE §§ 226.7, 246, 510, 512, AND
 1194)**

**2. FAILURE TO PROVIDE MEAL PERIODS
 OR COMPENSATION IN LIEU THEREOF
 (LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND
 1198; IWC WAGE ORDER 4-2001)**

**3. FAILURE TO REIMBURSE ALL BUSINESS-
 RELATED EXPENSES (LABOR CODE §
 2802)**

**4. FAILURE TO COMPLY WITH ITEMIZED
 EMPLOYEE WAGE STATEMENT
 PROVISIONS (LABOR CODE § 226(a), (e))**

**5. FAILURE TO TIMELY PAY WAGES DUE
 AT SEPARATION OF EMPLOYMENT
 (LABOR CODE §§ 201-203 AND 227.3)**

**6. VIOLATION OF BUSINESS AND
 PROFESSIONS CODE § 17200 ET SEQ.**

**7. PENALTIES PURSUANT TO LABOR CODE
 § 2699(f) FOR VIOLATIONS OF LABOR CODE
 §§ 201, 202, 226(a), 226.7, 246, 512, 1174, 1174.5,
 1194, 1198, AND 2802 AND PURSUANT TO**

**LABOR CODE § 2699(a) FOR VIOLATIONS
OF LABOR CODE §§ 226.3 AND 558
DEMAND FOR JURY TRIAL**

Complaint Filed: February 5, 2024

Plaintiff ANIZETTE LINGAD (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of TOP QUALITY MANUFACTURING, LLC, a Delaware limited liability company, TOP QUALITY MANUFACTURING, INC., a Pennsylvania corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who currently work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had consistent policies of failing to pay Plaintiff and Class Members (as defined below) all wages earned; reimburse Plaintiff and Class Members for all business-related expenses; provide Plaintiff and Class Members with accurately itemized wage statements; provide legally compliant meal periods, or compensation in lieu thereof; and timely pay Plaintiff’s and Class Members’ wages upon separation of employment.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 512, 1174, 1174.5, 1194, 1198, and 2802 seeking compensation for all unpaid wages, unreimbursed expenses, civil and statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and Class Members, and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all

benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to Class Members.

5. Plaintiff, on behalf of herself and all Aggrieved Employees (as defined herein) pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in Los Angeles County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff ANIZETTE LINGAD worked for Defendants from October 2002 through November 2023 as a non-exempt employee within the State of California, including in Los Angeles County.

8. During her work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied meal periods or compensation in lieu thereof;
- c. Willfully denied the reimbursement of all business-related expenses;
- d. Willfully denied accurately itemized wage statements; and
- e. Willfully denied timely payment of all wages due upon separation of her employment.

B. Defendants

9. Defendant TOP QUALITY MANUFACTURING, LLC, is a Delaware limited liability company that employed Plaintiff and Class Members in Los Angeles County, California.

10. Defendant TOP QUALITY MANUFACTURING, INC., is a Pennsylvania corporation that employed Plaintiff and Class Members in Los Angeles County, California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is

1 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
2 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
3 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
4 designated hereinafter as DOES when such identities become known.

5 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
6 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
7 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
8 attributable to the other Defendants.

9 13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
10 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
11 provisions of the California Labor Code as alleged herein.

12 III.

13 CLASS ACTION ALLEGATIONS

14 14. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
15 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
16 following Class composed of and defined as follows:

17 THE CLASS

18 All persons employed by Defendants in a non-exempt position in
19 California at any time since the date four years preceding the filing of
20 this Action, plus any additional time tolled by the California State
21 Judicial Council pursuant to Emergency Rule 9 in response to the
22 COVID-19 pandemic and continuing through the present.

23 15. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
24 modify this class description with greater specificity or further division into subclasses or limitation
25 to particular issues.

26 16. This action has been brought and may properly be maintained as a class action under
27 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
28 interest in the litigation and the proposed Class are easily ascertainable.

1 **A. Numerosity**

2 17. The potential Class Members as defined are so numerous that joinder of all Class
3 Members is impracticable. While the precise number of Class Members has not been ascertained at
4 this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently
5 employ, and during the relevant time periods employed, over 50 persons in the State of California
6 who fall within the Class definition.

7 18. Accounting for turnover during the relevant period necessarily increases this number.
8 Plaintiff alleges Defendants' employment records would provide information as to the number and
9 location of Class Members. Joinder of Class Members is not practicable.

10 **B. Commonality**

11 19. There are questions of law and fact common to the Class that predominate over any
12 questions affecting only individual Class Members. These common questions of law and fact include,
13 without limitation:

- 14 a. Whether Defendants failed to pay all wages earned to Plaintiff and Class
15 Members, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194;
16 b. Whether Defendants failed to properly provide meal periods or compensation
17 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
18 226.7, 512, 1174, 1174.5, and 1198 and IWC Wage Order 4-2001;
19 c. Whether Defendants failed to reimburse Plaintiff and Class Members for all
20 business-related expenses, in violation of Labor Code § 2802;
21 d. Whether Defendants failed to provide Plaintiff and Class Members with
22 accurately itemized wage statements, in accordance with Labor Code § 226(a),
23 (e);
24 e. Whether Defendants failed to timely pay Plaintiff and Class Members all
25 wages due and owing at the separation of their employment, in violation of
26 Labor Code §§ 201-203; and
27 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
28 to Business & Professions Code § 17200 *et seq.*

1 **C. Typicality**

2 20. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
3 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes
5 as alleged herein.

6 **D. Adequacy of Representation**

7 21. Plaintiff will fairly and adequately represent and protect the interests of Class
8 Members. Counsel who represents Plaintiff are competent and experienced in litigating large
9 employment class actions.

10 **E. Superiority of Class Action**

11 22. A class action is superior to other available means for the fair and efficient adjudication
12 of this controversy. Individual joinder of all proposed Class Members is not practicable, and
13 questions of law and fact common to the proposed Class predominate over any questions affecting
14 only individual members of the proposed Class. Each member of the proposed Class has been
15 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

16 23. Class action treatment will allow those similarly situated persons to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
19 action that would preclude its maintenance as a class action.

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL WAGES DUE**

6 **(LABOR CODE §§ 226.7, 246, 510, 512, AND 1194)**

7 24. Plaintiff incorporates paragraphs 1 through 23 of this Complaint as though fully set
8 forth herein.

9 25. During the liability period, Defendants to properly blend bonuses and other non-base
10 hourly wages, earned by Plaintiff and Class Members into their regular rate of pay for purposes of
11 paying them meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at
12 the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194. Defendants paid
13 Plaintiff and Class Members bonuses and other non-base hourly wages; however, Defendants failed
14 to properly blend these wages, and instead pay Plaintiff and Class Members meal and rest period
15 premiums, overtime wages, vacation wages, and sick pay wages based only on the base hourly rate
16 of pay, thus deprives Plaintiff and Class Members of all meal and rest period premiums, overtime
17 wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, and 1194.

18 26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages
19 earned, Plaintiff and Class Members have been deprived of wages in amounts to be determined at
20 trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys'
21 fees, and costs, pursuant to Labor Code § 1194.

22 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND 1198 AND IWC WAGE ORDER 4-2001)**

27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

29. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the correct rate for each missed first or second meal period. Plaintiff and Class Members were simply denied meal periods altogether and were never paid premium wages for each day a meal period was not authorized or provided. Defendants also failed to maintain accurate records showing the start and stop time of meal periods since it does not authorize or permit Plaintiff and Class Members to take a meal period at all. This violates Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198 and IWC Wage Order 4-2001.

30. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all meal period compensation and unpaid wages that Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VI.
THIRD CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES
(LABOR CODE § 2802)

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

32. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

33. Plaintiff and Class Members were required to work from home, but not reimbursed for expenses incurred to do so, including, but not limited to, cellular phone, internet, computer expenses, and printer expenses, while working for Defendants, but were not fully reimbursed by Defendants for these expenses.

34. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

35. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT
PROVISIONS
(LABOR CODE § 226(a), (e))

36. Plaintiff incorporates paragraphs 1 through 35 of this Complaint as though fully set forth herein.

37. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide 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 only the last four digits of her or her social security number or an employee identification number other than a 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 corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

38. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members were not paid all wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff and Class Members fail to set forth the correct name of the employing entity, in violation of Labor Code §§ 226(a)(8) and 226.3—the wage

1 statements set forth the employing entity as Top Quality Manufacturing, Inc., whose status with the
2 California Secretary of State is currently terminated.

3 39. As a consequence of Defendants' willful conduct in failing to provide Class Members
4 with accurately itemized wage statements, Plaintiff and Class Members have been injured because
5 they are not able to ascertain all of the information required by Labor Code § 226(a). As a result,
6 Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the
7 greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100
8 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
9 \$4,000 per employee, and are entitled to an award of costs, reasonable attorneys' fees, and injunctive
10 relief, pursuant to Labor Code § 226(h).

11 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

12 **VIII.**

13 **FIFTH CAUSE OF ACTION**

14 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

15 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

16 **(LABOR CODE §§ 201-203)**

17 40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set
18 forth herein.

19 41. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
20 due within 72 hours after resignation of employment or the day of termination of employment. Labor
21 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
22 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
23 or an action is commenced. The penalty cannot exceed 30 days of wages.

24 42. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
25 set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class
26 Members were not paid all wages due and owing throughout the course of their employment, as
27 detailed above. Consequently, at the time of their separation from employment with Defendants, they
28 were not paid all final wages due and owing for the entirety of their employment and were not paid

1 all wages owed. This violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain
2 Class Members no longer employed by Defendants.

3 43. More than 30 days have passed since Plaintiff and Class Members have left
4 Defendants' employ.

5 44. As a consequence of Defendants' willful conduct in not paying wages owed timely
6 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
7 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
8 employment.

9 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

10 **IX.**

11 **SIXTH CAUSE OF ACTION**

12 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

13 **UNFAIR COMPETITION PURSUANT TO**

14 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

15 45. Plaintiff incorporates paragraphs 1 through 44 of this Complaint as though fully set
16 forth herein.

17 46. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
18 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
19 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
20 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
21 and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
22 the meaning of Code of Civil Procedure § 1021.5.

23 47. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
24 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
25 appropriate equitable relief.

26 48. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
27 practices.
28

1 49. Wage and hour laws express fundamental public policies. Properly providing
2 employees with all wages and expense reimbursement due are fundamental public policies of this
3 State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to
4 enforce vigorously minimum labor standards, to ensure that employees are not required or permitted
5 to work under substandard and unlawful conditions, and to protect law-abiding employers and its
6 employees from competitors who lower their costs by failing to comply with minimum labor
7 standards.

8 50. Defendants have violated statutes and public policies. Through the conduct alleged in
9 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
10 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
11 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
12 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
13 guaranteed to all employees under law.

14 51. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
15 §17200 *et seq.* of the Business & Professions Code.

16 52. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
17 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
18 17200 *et seq.* of the Business & Professions Code.

19 53. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
20 similarly situated have been damaged in a sum as may be proven.

21 54. Unless restrained by this Court, Defendants will continue to engage in the unlawful
22 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
23 should make such orders or judgments, including the appointment of a receiver, as may be necessary
24 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
25 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
26 to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the
27 money Defendants have unlawfully failed to pay.

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1 X.

2 SEVENTH CAUSE OF ACTION

3 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
4 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
5 LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 512, 1174, 1174.5, 1194, AND 1198 AND
6 PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
7 LABOR CODE §§ 226.3 AND 558

8 55. Plaintiff incorporates paragraphs 1 through 54 of this Complaint as though fully set
9 forth herein.

10 56. As a result of the acts alleged above, including the Labor Code violations set forth
11 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants on behalf
12 of all other non-exempt employees employed by Defendants between December 6, 2022, and the
13 present (“Aggrieved Employees”).

14 57. For each such violation, Aggrieved Employees are entitled to penalties in an amount
15 to be shown at the time of trial subject to the following formula:

- 16 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
17 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 512,
18 1174, 1174.5, 1194, and 1198; and
19 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
20 Code §§ 226.3 and 558

21 58. Penalties recovered will be allocated 75% to the Labor and Workforce Development
22 Agency, and 25% to the affected employees.

23 59. On December 6, 2023, Plaintiff sent a letter, by online submission to the LWDA and
24 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
25 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
26 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
27 calendar days of December 6, 2023. Plaintiff may therefore commence this action to seek civil
28 penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages, pursuant to Labor Code §§ 226.7, 246, 510, 512, and 1194, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
3. For reimbursement of all expenses incurred by Plaintiff and Class Members, pursuant to Labor Code § 2802;
4. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
5. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;
6. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
7. For penalties pursuant to Labor Code § 226(f) for Plaintiff and Class Members;
8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
9. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
10. An award of prejudgment and post-judgment interest;
11. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1174.5, 1194, 1198, and other applicable law;
12. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2802, and other applicable law; and
13. Such other and further relief as this Court may deem just and proper.

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1 Dated: February 20, 2024

Respectfully submitted,

2 GAINES LAW CORPORATION

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4 By: 
5 EVAN S. GAINES
Attorneys for Plaintiff

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

8 Dated: February 20, 2024

Respectfully submitted,

9 GAINES LAW CORPORATION

10
11 By: 
12 EVAN S. GAINES
Attorneys for Plaintiff