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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN**

ARIANNA JACOBO, an individual and on  
behalf of all others similarly situated;

Plaintiff,

vs.

DOLLAR TREE DISTRIBUTION, INC., a  
Virginia corporation; and DOES 1 through 50,

Defendants.

Case No.: STK-CV-UOE-2024-0002389

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

- (1) OVERTIME WAGE VIOLATIONS  
(LABOR CODE §§ 204, 510, 1194,  
1198);
- (2) MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);
- (3) REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558);
- (4) WAGE STATEMENT PENALTIES  
(LABOR CODE § 226);
- (5) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);
- (6) UNFAIR COMPETITION (BUS &  
PROF CODE §§ 17200, *et seq.*); and
- (7) CIVIL PENALTIES UNDER THE  
CALIFORNIA PRIVATE  
ATTORNEYS GENERAL ACT  
(LABOR CODE §§ 2698, *et seq.*)

**DEMAND FOR JURY TRIAL**

FILED BY FLM

1 Plaintiff ARIANNA JACOBO ("Plaintiff"), on behalf of herself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint  
3 ("Complaint") against Defendants DOLLAR TREE DISTRIBUTION, INC., a Virginia corporation,  
4 and DOES 1 to 50 (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
8 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516,  
9 558, 558.1, 1174, 1194, 1198, 2100, *et seq.*, and 2698, *et seq.*, and Industrial Welfare Commission  
10 ("IWC") Wage Order 7-2001 ("Wage Order 7"), in addition to seeking injunctive relief, declaratory  
11 relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure §  
12 382. This Court has jurisdiction over Defendants' violations of the Labor Code because the amount  
13 in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have  
15 agents, and/or transact business in the State of California, including San Joaquin County, and some  
16 of the acts and omissions complained of herein occurred in San Joaquin County. Furthermore,  
17 Plaintiff was employed by Defendants within San Joaquin County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of  
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to  
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.  
22 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of  
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*  
24 *seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174,  
25 1194, 1198, 2100, *et seq.*, and 2698, *et seq.*, and Wage Order 7.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the  
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,  
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within San Joaquin County, and the State of California  
2 and, therefore, were (and are) doing business in San Joaquin County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or  
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,  
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful  
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of  
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,  
13 Defendants, and each of them, were the agents, servants, and employees of each of the other  
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times  
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within  
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent  
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining  
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and  
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and  
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and  
26 each of them, concurred and contributed to the various acts and omissions of each and all of the  
27 other Defendants in proximately causing the injuries and damages as herein alleged.

28 ///

**FACTUAL ALLEGATIONS**

10. Defendants own and operate distribution centers in California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately March 29, 2023 to approximately January 3, 2024 in its distribution warehouse in Stockton, California.

11. Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, from time to time, Plaintiff and other employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid overtime compensation at the regular rate of pay because Defendants failed to properly incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the regular rate of pay.

12. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, from time to time, Defendants required employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the regular rate of compensation.

13. Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, from time to time, Defendants improperly calculated the sick leave rate of pay owed to employees by failing to properly incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the sick leave pay rate calculation.

14. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of

1 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
2 quitting. During the relevant time period, Defendants failed to pay Plaintiff and some other  
3 employees all wages due to them within any time period specified by Labor Code §§ 201 and 202,  
4 including earned and unpaid overtime, sick leave, and premium wages as discussed above.

5 15. Labor Code § 226 requires employers to make, keep and provide complete and  
6 accurate itemized wage statements to their employees. During the relevant time period, from time to  
7 time, Defendants did not provide Plaintiff and other employees with complete and accurate itemized  
8 wage statements. The wage statements they received from Defendants were in violation of Labor  
9 Code § 226(a). The violations include, but are not limited to, failure to state the correct gross and  
10 net wages earned for all time worked and failure to state all applicable hourly rates in effect during  
11 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

12 16. Labor Code § 204 requires that all wages earned by any person in any employment  
13 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due  
14 upon termination of an employee, are due and payable between the 16th and the 26th day of the  
15 month during which the labor was performed, and that all wages earned by any person in any  
16 employment between the 16th and the last day, inclusive, of any calendar month, other than those  
17 wages due upon termination of an employee, are due and payable between the 1st and the 10th day  
18 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of  
19 the normal work period shall be paid no later than the payday for the next regular payroll period.  
20 During the relevant time period, Defendants failed to pay Plaintiff and other employees all wages  
21 due to them within any time period specified by Labor Code § 204, including earned and unpaid  
22 overtime, sick leave, and premium wages as discussed above.

23 17. Labor Code § 1174 requires an employer to keep, at a central location in the state or  
24 at the plants or establishments at which employees are employed, payroll records showing the hours  
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
26 applicable piece rate paid to, employees employed at the respective plants or establishments. These  
27 records shall be kept with rules established for this purpose by the commission, but in any case shall  
28 be kept on file for not less than two years. During the relevant time period, Defendants failed to

1 keep accurate and complete payroll records showing the actual hours worked daily and the wages  
2 earned by Plaintiff and other employees, including earned and unpaid overtime, sick leave, and  
3 premium wages as discussed above.

4       18. Labor Code § 1198 provides: “The employment of any employee ... under conditions  
5 of labor prohibited by the [Industrial Wage Orders] is unlawful.” Section 15 of the applicable Wage  
6 Orders provide: “(A) The temperature maintained in each work area shall provide reasonable  
7 comfort consistent with industry-wide standards for the nature of the process and the work  
8 performed. (B) If excessive heat or humidity is created by the work process, the employer shall take  
9 all feasible means to reduce such excessive heat or humidity to a degree providing reasonable  
10 comfort. Where the nature of the employment requires a temperature of less than 60° F, a heated  
11 room shall be provided to which employees may retire for warmth, and such room shall be  
12 maintained at not less than 68° F. (C) A temperature of not less than 68° F shall be maintained in  
13 the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy  
14 guidelines shall prevail over any conflicting provision of this section.” California law requires an  
15 employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)  
16 Labor Code section 6720 required the California Division of Occupational Safety and Health  
17 (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. (Lab. Code, § 6720.)  
18 Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the  
19 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.” During the  
20 relevant time period, Defendants failed to provide Plaintiffs and other employees with reasonable  
21 comfort by maintaining the indoor temperature within the range of industry standards by, *inter alia*,  
22 providing adequate heating, air conditioning, and/or ventilation and failed to maintain a temperature  
23 of not less than 68° F in toilet rooms and/or breakrooms for Plaintiffs and other employees.

24       19. Labor Code §§ 2100, *et seq.* regulate the use of quotas by warehouse distribution  
25 centers, including Defendants. Defendants directly or indirectly control 100 or more employees at a  
26 single warehouse distribution center or 1,000 or more employees at one or more warehouse  
27 distribution centers in California. During the relevant time period, Defendants employed a quota  
28 within meaning of Labor Code § 2100. On information and belief, Defendants violated Labor Code

1 §§ 2100, *et seq.* by failing to provide employees with notice of the quotas and/or because the quotas  
2 prevented employees from taking meal periods, rest periods, and/or the use of bathroom facilities.

3 **CLASS ACTION ALLEGATIONS**

4 20. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following  
5 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 6 a. Overtime Class: All current and former non-exempt employees of Defendants in the  
7 State of California who were paid a non-discretionary bonus earned during the same  
8 period as they received overtime wages, during the four years immediately preceding  
9 the filing of this action through the present.
- 10 b. Meal Period Class: All current and former non-exempt employees of Defendants in  
11 the State of California who were paid a non-discretionary bonus earned during the  
12 same period as they received meal period premiums, during the four years  
13 immediately preceding the filing of this action through the present
- 14 c. Rest Period Class: All current and former non-exempt employees of Defendants in  
15 the State of California who were paid a non-discretionary bonus earned during the  
16 same period as they received rest period premiums, during the four years  
17 immediately preceding the filing of this action through the present
- 18 d. Wage Statement Class: All current and former non-exempt employees of Defendants  
19 in the State of California who were paid a non-discretionary bonus earned during the  
20 same period as they received overtime compensation, rest period premiums, meal  
21 period premiums, and/or paid sick leave, during the one year immediately preceding  
22 the filing of this action through the present.
- 23 e. Waiting Time Penalty Class: All of Defendants' former non-exempt employees in  
24 the State of California who were paid a non-discretionary bonus earned during the  
25 same period as they received overtime compensation, rest period premiums, meal  
26 period premiums, and/or paid sick leave, during the three years immediately  
27 preceding the filing of this action through the present.  
28

1           21.     **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
2 joinder of all members would be impractical, if not impossible. The membership of the Classes is  
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection  
5 of Defendants' employment records, including payroll records.

6  
7           22.     **Common Questions of Law and Fact Predominate/Well-Defined Community of**  
8 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of  
9 the Classes, which predominate over questions affecting only individual members including,  
10 without limitation to:

- 11           a.     Whether Defendants properly paid all overtime wages to members of the Overtime  
12                 Class;
- 13           b.     Whether Defendants paid meal period premium wages due to members of the Meal  
14                 Period Class pursuant to Labor Code §§ 226.7 and 512;
- 15           c.     Whether Defendants paid rest period premium wages due to members of the Rest  
16                 Period Class pursuant to Labor Code §§ 226.7 and 516;
- 17           d.     Whether Defendants furnished legally compliant wage statements to members of the  
18                 Wage Statement Class pursuant to Labor Code § 226; and
- 19           e.     Whether Defendants timely paid all final wages to members of the Waiting Time  
20                 Class at the time of their separation of employment pursuant to Labor Code §§ 201  
21                 and 202.

22           These common questions of law and fact set forth above are numerous and substantial and  
23 stem from Defendants' policies and/or practices applicable to each individual class member. As  
24 such, the common questions predominate over individual questions concerning each individual  
25 class member's showing as to their eligibility for recovery or as to the amount of their damages.

26           23.     **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
27 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)  
28 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,

1 Plaintiff, like the members of the Classes, was not paid all overtime wages owed due to Defendants'  
2 timekeeping and payroll policies/practices, did not receive premium pay for non-compliant meal  
3 and rest periods, was not paid all final wages upon separation of employment, and was not provided  
4 with accurate, compliant, itemized wage statements.

5       24.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
6 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's  
7 attorneys are ready, willing and able to fully and adequately represent the members of the Classes  
8 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and  
9 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the  
10 members of the Classes.

11       25.     **Superiority:** The Labor Code is broadly remedial in nature and serves an important  
12 public interest in establishing minimum working conditions and standards in California. These laws  
13 and labor standards protect the average working employee from exploitation by employers who  
14 have the responsibility to follow the laws and who may seek to take advantage of superior economic  
15 and bargaining power in setting onerous terms and conditions of employment. The nature of this  
16 action and the format of laws available to Plaintiff and members of the Classes make the class  
17 action format a particularly efficient and appropriate procedure to redress the violations alleged  
18 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily  
19 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited  
20 resources of each individual plaintiff with their vastly superior financial and legal resources.

21       26.     Moreover, requiring each member of the Class(es) to pursue an individual remedy  
22 would also discourage the assertion of lawful claims by employees who would be disinclined to file  
23 an action against their former and/or current employer for real and justifiable fear of retaliation and  
24 permanent damages to their careers at subsequent employment. The claims of the individual  
25 members of the Class are not sufficiently large to warrant vigorous individual prosecution  
26 considering all of the concomitant costs and expenses attending hereto.

27       27.     Furthermore, the prosecution of separate actions by the individual class members,  
28 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

1 with respect to the individual class members against Defendants herein; and which would establish  
2 potentially incompatible standards of conduct for Defendants; and/or legal determinations with  
3 respect to individual class members which would, as a practical matter, be dispositive of the interest  
4 of the other class members not parties to adjudications or which would substantially impair or  
5 impede the ability of the class members to protect their interests. As such, the Classes identified  
6 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

7 **FIRST CAUSE OF ACTION**

8 **OVERTIME WAGE VIOLATIONS**

9 **(Against All Defendants)**

10 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
11 fully set forth herein.

12 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and  
13 Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages  
14 and compensation for all overtime hours worked and provide a private right of action for the failure  
15 to pay all overtime compensation for overtime work performed.

16 30. At all times relevant herein, Defendants were required to properly compensate non-  
17 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours  
18 worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer  
19 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay  
20 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime  
21 Class to work overtime hours but failed to compensate these employees for all overtime hours  
22 actually worked.

23 31. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and  
24 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including  
25 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§  
26 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§  
27 3287 and 3289.

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1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(Against All Defendants)**

4 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
5 fully set forth herein.

6 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed  
7 in their affirmative obligation to provide all of their non-exempt employees in California, including  
8 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in  
9 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

10 34. Despite Defendants' violations, Defendants did not pay an additional hour of pay to  
11 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in  
12 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

13 35. As a consequence of Defendants' unlawful meal period practices, Plaintiff and  
14 members of the Meal Period Class seek recovery of unpaid premium wages for meal period  
15 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code  
16 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

17 **THIRD CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **(Against All Defendants)**

20 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
21 fully set forth herein.

22 37. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of  
23 employees to be provided with a rest period of at least 10 minutes for each four-hour period  
24 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that  
25 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class  
26 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals  
27 an additional hour of pay at their respective regular rate for the rest periods that they failed to  
28 authorize and permit them to take, as required by Labor Code § 226.7.

1           38.     As a consequence of Defendants' unlawful rest period practices, Plaintiff and  
2 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations  
3 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,  
4 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 7, and Civil Code §§  
5 3287 and 3289.

6                                   **FOURTH CAUSE OF ACTION**  
7                                   **WAGE STATEMENT PENALTIES**  
8                                   **(Against All Defendants)**

9           39.     Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
10 fully set forth herein.

11           40.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
13 and members of the Wage Statement Class with accurate and complete, itemized wage statements  
14 in violation of Labor Code § 226.

15           41.     Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
16 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led  
17 to, among other things, the non-payment of minimum and overtime wages and meal and rest period  
18 premium wages owed and deprived them of the information necessary to identify the discrepancies  
19 in Defendants' reported payroll data.

20           42.     As a consequence of Defendants' unlawful wage statement practices, Plaintiff and  
21 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable  
22 attorneys' fees, and costs of suit according to California Labor Code § 226.

23                                   **FIFTH CAUSE OF ACTION**  
24                                   **WAITING TIME PENALTIES**  
25                                   **(Against All Defendants)**

26           43.     Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
27 fully set forth herein.

28     ///

44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment.

46. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

47. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

48. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

### **SIXTH CAUSE OF ACTION**

## UNFAIR COMPETITION

**(Against All Defendants)**

49. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

50. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

///

- 1 a. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;  
2 b. failing to provide Plaintiff and members of the Meal Period Class with all meal  
3 periods to which they are entitled, and failing to pay them all meal period premium  
4 wages due;  
5 c. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest  
6 periods to which they are entitled, and failing to pay them all rest period premium  
7 wages due;  
8 d. failing to issue accurate and itemized wage statements to Plaintiff and members of  
9 the Wage Statement Class; and  
10 e. failing to timely pay all final wages to Plaintiff and members of the Waiting Time  
11 Penalty Class.

12 51. Defendants' utilization of these unfair and/or unlawful business practices deprived  
13 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
14 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
15 Defendants' competitors who have been and/or are currently employing workers and attempting to  
16 do so in honest compliance with applicable wage and hour laws.

17 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
18 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of  
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired  
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 53. The acts complained of herein occurred within the last four years immediately  
22 preceding the filing of the Complaint in this action.

23 **SEVENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(Against All Defendants)**

26 54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
27 fully set forth herein.

28 ///

1           55. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*  
2 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved  
3 Employees"), brings this representative action against Defendants to recover the civil penalties due  
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant  
5 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial  
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or  
7 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each  
8 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and  
9 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)  
10 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §  
11 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each  
12 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
13 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as  
14 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and  
15 \$200 for each subsequent violation per employee per pay period for those violations of the Labor  
16 Code for which no civil penalty is specifically provided, based on the following Labor Code  
17 violations:

- 18           a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in  
19           violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 20           b. Failing to pay Aggrieved Employees all earned overtime compensation in violation  
21           of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 22           c. Failing to provide all legally required meal periods, and failure to pay meal period  
23           premium wages, to Aggrieved Employees at the regular rate of compensation in  
24           violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 25           d. Failing to authorize and permit all legally required rest periods, and failure to pay  
26           rest period premium wages, to Aggrieved Employees at the regular rate of  
27           compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

28   ///

- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;
- h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
- i. Failing to comply with Wage Orders' regulations on temperature in indoor workspaces in violation of Labor Code § 1198;
- j. Violating Labor Code §§ 2100, *et seq.* regarding quotas;
- k. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- l. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

56. On or about February 23, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

57. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

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1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each  
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
3 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as  
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and  
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor  
6 Code for which no civil penalty is specifically provided;

7 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6  
8 and Civil Code §§ 3287 and 3289;

9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
10 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

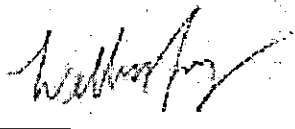
11 13. For such other and further relief, the Court may deem just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all claims.

14  
15 DATED: April 29, 2024

**JUSTICE FOR WORKERS, P.C.**

16  
17 By: 

18 William C. Sung

19 Tiffany L. Luu

20 Attorneys for Plaintiff ARIANNA JACOBO  
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