

JUSTICE FOR WORKERS, P.C.

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Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OXENI JUAREZ DE LA CRUZ, an individual
and on behalf of all others similarly situated;

Plaintiff,

vs.

LAGUNA COOKIE COMPANY INC., a
California corporation; D.F. STAUFFER
BISCUIT CO., INC., a Pennsylvania
corporation; and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01381818-CU-OE-CXC

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

- (1) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (5) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff OXENI JUAREZ DE LA CRUZ (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this Class and Representative Action Complaint (“Complaint”)
3 against Defendants LAGUNA COOKIE COMPANY INC., a California corporation; D.F.
4 STAUFFER BISCUIT CO., INC., a Pennsylvania corporation, and DOES 1 to 50 (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 512, 516, 558,
10 1174, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage
11 Order 7”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the Labor Code because the amount 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 Orange County, and some of
16 the acts and omissions complained of herein occurred in Orange County. Furthermore, Plaintiff was
17 employed by Defendants within Orange 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 direct-hire
22 employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs
23 complained of herein and has been deprived of the rights guaranteed by Business and Professions
24 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 512, 516, 558,
25 1174, 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 Orange County, and the State of California and,
2 therefore, were (and are) doing business in Orange 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.

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FACTUAL ALLEGATIONS

10. Defendants own and operate a commercial bakery in Santa Ana, California. Defendants has employed Plaintiff as an hourly-paid, non-exempt employee since approximately April 2021 in Santa Ana.

11. 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, Defendants required Plaintiff and other employees to work during meal and rest periods and failed to compensate them properly at the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the regular rate of compensation.

12. Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. Upon information and belief, during the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the sick leave pay rate calculation.

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

14. Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those

1 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
2 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
3 the normal work period shall be paid no later than the payday for the next regular payroll period.
4 During the relevant time period, Defendants failed to pay Plaintiff and other employees all wages
5 due to them within any time period specified by Labor Code § 204, including earned and unpaid
6 premium wages as discussed above.

7 15. Labor Code § 226 requires employers to make, keep and provide complete and
8 accurate itemized wage statements to their employees. During the relevant time period, Defendants
9 did not provide Plaintiff and other employees with complete and accurate itemized wage statements.
10 The wage statements they received from Defendants were in violation of Labor Code § 226(a). The
11 violations include, but are not limited to, the failure to include the total hours worked, failure to
12 state the correct gross and net wages earned for all time worked, incorrectly stating the name of the
13 legal entity that is the employer as “DF Stauffer Biscuit Co, Inc.” and incorrectly stating the address
14 of the legal entity that is the employer as “PO Box 12002 York, PA 17402”, and failure to state all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate by the employee.

17 16. Labor Code § 1174 requires an employer to keep, at a central location in the state or
18 at the plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or establishments. These
21 records shall be kept with rules established for this purpose by the commission, but in any case shall
22 be kept on file for not less than two years. During the relevant time period, Defendants failed to
23 keep accurate and complete payroll records showing the actual hours worked daily and the wages
24 earned by Plaintiff and other employees, including earned and unpaid minimum, overtime, and
25 premium wages as discussed above.

26 **CLASS ACTION ALLEGATIONS**

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

- 1 a. Meal Period Class: All current and former non-exempt direct-hire employees¹ of
2 Defendants in the State of California who received multiple rates of pay and/or non-
3 discretionary remuneration, including shift differentials, and meal period premiums
4 during the same workweek and/or pay period from April 9, 2023 through the present;
- 5 b. Rest Period Class: All current and former non-exempt direct-hire employees of
6 Defendants in the State of California who received multiple rates of pay and/or non-
7 discretionary remuneration, including shift differentials, and rest period premiums
8 during the same workweek and/or pay period from April 9, 2023 through the present.
- 9 c. Wage Statement Class: All current and former non-exempt direct-hire employees of
10 Defendants in the State of California from April 9, 2023 through the present.
- 11 d. Waiting Time Penalty Class: All of Defendants' formerly employed direct-hire
12 employees of Defendants in the State of California who received multiple rates of
13 pay and/or all non-discretionary remuneration, including shift differentials, and a
14 meal period premium, rest period premium, and/or paid sick leave in the same
15 workweek and/or pay period from April 9, 2023 through the present.

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

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

- 25 a. Whether Defendants provided all legally compliant meal periods or paid meal period
26 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
27
28

¹ Direct-hire employees exclude any employees placed to work at Defendants' facility through a staffing agency.

226.7 and 512;

- b. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- c. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- d. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

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

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, did not receive correct premium pay for non-compliant meal and rest periods and was not provided with accurate, compliant, itemized wage statements.

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

22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic

1 and bargaining power in setting onerous terms and conditions of employment. The nature of this
2 action and the format of laws available to Plaintiff and members of the Classes make the class
3 action format a particularly efficient and appropriate procedure to redress the violations alleged
4 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
5 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
6 resources of each individual plaintiff with their vastly superior financial and legal resources.

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

13 24. Furthermore, the prosecution of separate actions by the individual class members,
14 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
15 with respect to the individual class members against Defendants herein; and which would establish
16 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
17 respect to individual class members which would, as a practical matter, be dispositive of the interest
18 of the other class members not parties to adjudications or which would substantially impair or
19 impede the ability of the class members to protect their interests. As such, the Classes identified
20 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

21 **FIRST CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(Against All Defendants)**

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

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
27 in their affirmative obligation to provide all of their non-exempt employees in California, including
28 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in

1 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

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

5 28. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
6 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
7 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
8 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

9 **SECOND CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(Against All Defendants)**

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

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

21 31. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
22 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
23 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
24 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 7, and Civil Code §§
25 3287 and 3289.

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1 **THIRD CAUSE OF ACTION**

2 **WAGE STATEMENT PENALTIES**

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
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and members of the Wage Statement Class with accurate and complete, itemized wage statements
9 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
10 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
11 period, and/or the correct name and address of the legal entity that is the employer in violation of
12 Labor Code § 226.

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

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

21 **FOURTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(Against All Defendants)**

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

26 37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
27 employer to pay all wages immediately at the time of separation of employment in the event the
28 employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
2 said employee's wages become due and payable not later than 72 hours upon said employee's last
3 date of employment.

4 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
5 to timely pay members of the Waiting Time Class all final wages due to them at their separation
6 from employment, including unpaid meal and rest period premium wages and paid sick leave
7 wages.

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

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

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

18 **FIFTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(Against All Defendants)**

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

23 43. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
24 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved
25 Employees"), brings this representative action against Defendants to recover the civil penalties due
26 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
27 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
28 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or

1 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
2 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
3 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
4 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
5 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
6 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
7 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
8 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
9 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
10 Code for which no civil penalty is specifically provided, based on the following Labor Code
11 violations:

- 12 a. Failing to provide all legally required meal periods, and failure to pay meal period
13 premium wages, to Aggrieved Employees at the regular rate of compensation in
14 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 15 b. Failing to authorize and permit all legally required rest periods, and failure to pay
16 rest period premium wages, to Aggrieved Employees at the regular rate of
17 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 18 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
19 statements in violation of Labor Code § 226;
- 20 d. Failing to timely pay all final wages and compensation earned by Aggrieved
21 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 22 e. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
23 Code § 246;
- 24 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
25 calendar month in violation of Labor Code § 204; and
- 26 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
27 of Labor Code §§ 1174 and 1198.

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44. On or about February 22, 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.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

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 meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
8. Upon the Fifth 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

1 pay each employee and \$200 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
3 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
6 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
7 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
8 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
9 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for which
11 no civil penalty is specifically provided;

12 9. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
13 and Civil Code §§ 3287 and 3289;

14 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

17 **DEMAND FOR JURY TRIAL**

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

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20 DATED: April 29, 2024

JUSTICE FOR WORKERS, P.C.

21
22 By: 

23 William C. Sung
24 Tiffany L. Luu
25 Attorneys for Plaintiff
26 OXENI JUAREZ DE LA CRUZ
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