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JEAN DOIRON A.K.A. LUCIANNA
DARKHOLME, individually, and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JEAN DOIRON A.K.A. LUCIANNA
DARKHOLME, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

APALMSPRINGS LLC, a California limited
liability company; AELMONTE, LP, a
California limited partnership; AOXNARD
LIMITED PARTNERSHIP, a California
limited partnership; ASAF FOODS
CORPORATION, a California corporation;
ASOCAL LLC, a Nevada limited liability
company; AVENTURA LIMITED
PARTNERSHIP, a California limited
partnership; VISHNU ENTERPRISES
CORPORATION, a Nevada corporation;
SANA KESHAP, an individual; AJAY
KESHAP, an individual; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: ~~CVRI 2403084~~

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff JEAN DOIRON A.K.A. LUCIANNA DARKHOLME (“PLAINTIFF”), an
2 individual, demanding a jury trial, on behalf of herself and all other persons similarly situated,
3 hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State of California, and Defendants APALMSPRINGS LLC, a
7 California limited liability company; AELMONTE, LP, a California limited partnership;
8 AOXNARD LIMITED PARTNERSHIP, a California limited partnership; ASAF FOODS
9 CORPORATION, a California corporation; ASOCAL LLC, a Nevada limited liability company;
10 AVENTURA LIMITED PARTNERSHIP, a California limited partnership; VISHNU
11 ENTERPRISES CORPORATION, a Nevada corporation; SANA KESHAP, an individual, AJAY
12 KESHAP, an individual; and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified to
13 do business in California and regularly conduct business in California. Further, no federal question
14 is at issue because the claims are based solely on California law.

15 2. Venue is proper in this judicial district and the County of Riverside, California
16 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
17 in the County of Riverside, DEFENDANTS maintain offices and facilities and transact business
18 in the County of Riverside, and DEFENDANTS’ illegal payroll policies and practices which are
19 the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly
20 situated, in the County of Riverside.

21 **PLAINTIFF**

22 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
23 of DEFENDANTS during the relevant time period.

24 4. PLAINTIFF, on behalf of herself and all other similarly situated current and
25 former non-exempt employees of DEFENDANTS in the State of California at any time during
26 the four years preceding the filing of this action, and continuing while this action is pending,
27 brings this class action to recover, among other things, wages and penalties from unpaid wages
28 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally

1 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
2 due to discharged and quitting employees, failure to indemnify employees for necessary
3 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
4 itemized wage statements, and interest, attorneys' fees, costs, and expenses.

5 5. PLAINTIFF brings this action on behalf of herself and the following similarly
6 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
7 employees of DEFENDANTS in the State of California at any time within the period
8 beginning four (4) years prior to the filing of this action and ending at the time this action
9 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to
10 name additional class representatives.

11 **DEFENDANTS**

12 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
13 APALMSPRINGS LLC is, and at all times relevant hereto was, a California limited liability
14 company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
15 APALMSPRINGS LLC is authorized to conduct business in the State of California, and does
16 conduct business in the State of California. Specifically, Defendant APALMSPRINGS LLC
17 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
18 or policies in, the County of Riverside, State of California.

19 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
20 AELMONTE, LP is, and at all times relevant hereto was, a California limited partnership.
21 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant AELMONTE,
22 LP is authorized to conduct business in the State of California, and does conduct business in the
23 State of California. Specifically, Defendant AELMONTE, LP maintains offices and facilities and
24 conducts business in, and engages in illegal payroll practices or policies in, the County of
25 Riverside, State of California.

26 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
27 AOXNARD LIMITED PARTNERSHIP is, and at all times relevant hereto was, a California
28 limited partnership. PLAINTIFF is further informed and believes, and thereon alleges, that

1 Defendant AOXNARD LIMITED PARTNERSHIP is authorized to conduct business in the State
2 of California, and does conduct business in the State of California. Specifically, Defendant
3 AOXNARD LIMITED PARTNERSHIP maintains offices and facilities and conducts business in,
4 and engages in illegal payroll practices or policies in, the County of Riverside, State of California.

5 9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant ASAF
6 FOODS CORPORATION is, and at all times relevant hereto was, a California corporation.
7 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant ASAF FOODS
8 CORPORATION is authorized to conduct business in the State of California, and does conduct
9 business in the State of California. Specifically, Defendant ASAF FOODS CORPORATION
10 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
11 or policies in, the County of Riverside, State of California.

12 10. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
13 ASOCAL LLC is, and at all times relevant hereto was, a Nevada limited liability company.
14 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant ASOCAL LLC
15 is authorized to conduct business in the State of California, and does conduct business in the State
16 of California. Specifically, Defendant ASOCAL LLC maintains offices and facilities and
17 conducts business in, and engages in illegal payroll practices or policies in, the County of
18 Riverside, State of California.

19 11. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
20 AVENTURA LIMITED PARTNERSHIP is, and at all times relevant hereto was, a California
21 limited partnership. PLAINTIFF is further informed and believes, and thereon alleges, that
22 Defendant AVENTURA LIMITED PARTNERSHIP is authorized to conduct business in the State
23 of California, and does conduct business in the State of California. Specifically, Defendant
24 AVENTURA LIMITED PARTNERSHIP maintains offices and facilities and conducts business
25 in, and engages in illegal payroll practices or policies in, the County of Riverside, State of
26 California.

27 12. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
28 VISHNU ENTERPRISES CORPORATION is, and at all times relevant hereto was, a Nevada

1 corporation. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
2 VISHNU ENTERPRISES CORPORATION is authorized to conduct business in the State of
3 California, and does conduct business in the State of California. Specifically, Defendant VISHNU
4 ENTERPRISES CORPORATION maintains offices and facilities and conducts business in, and
5 engages in illegal payroll practices or policies in, the County of Riverside, State of California.

6 13. PLAINTIFF is informed and believes, and thereon alleges, that Defendant SANA
7 KESHAP is, and at times relevant hereto was, the alter ego, division, affiliate, integrated
8 enterprise, joint employer, subsidiary, parent, principal, related entity, co-conspirator, authorized
9 agent, partner, joint venturer, guarantor, actual or ostensible of DEFENDANTS. On information
10 and belief, Defendant SANA KESHAP directly or indirectly employed or exercised control over
11 the wages, hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and
12 Defendant SANA KESHAP caused the wage and hour violations alleged herein, including but not
13 limited to violations of the California Labor Code, the California Business and Professions Code,
14 and the applicable Industrial Welfare Commission (“IWC”) wage order.

15 14. PLAINTIFF is informed and believes, and thereon alleges, that Defendant AJAY
16 KESHAP is, and at times relevant hereto was, a resident of the State of California. PLAINTIFF
17 is further informed and believes, and thereon alleges, that Defendant AJAY KESHAP is, and at
18 times relevant hereto was, the alter ego, division, affiliate, integrated enterprise, joint employer,
19 subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint
20 venturer, guarantor, actual or ostensible of DEFENDANTS. On information and belief,
21 Defendant AJAY KESHAP directly or indirectly employed or exercised control over the wages,
22 hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and Defendant AJAY
23 KESHAP caused the wage and hour violations alleged herein, including but not limited to
24 violations of the California Labor Code, the California Business and Professions Code, and the
25 applicable Industrial Welfare Commission (“IWC”) wage order.

26 15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
27 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
28 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
5 when ascertained.

6 16. At all relevant times herein, DEFENDANTS were the joint employers of
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
8 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
11 ostensible, of each other. Each Defendant was completely dominated by his, her, or its co-
12 Defendant, and each was the alter ego of the other.

13 17. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
19 failing to provide accurate itemized statements for each pay period; failing to properly
20 compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring,
21 permitting or suffering the employees to work off the clock, in violation of the California Labor
22 Code and the applicable Welfare Commission ("IWC") Orders.

23 18. PLAINTIFF is informed and believes, and thereon allege, that each and every one
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
27 and scope of said agency, employment and/or direction and control.

28 19. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting

on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

20. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ACTION ALLEGATIONS

21. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 23. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
12 § 226.7, 512 and IWC Order No. 5-2001, § 11.

13 24. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
15 not provided with a meal period, in accordance with the applicable wage order, one additional
16 hour of compensation at each employee's regular rate of pay for each workday that a meal period
17 was not provided.

18 25. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 26. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

27 **(Against all DEFENDANTS)**

28 27. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 28. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
4 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
5 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

6 29. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
7 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
8 provided with a rest period, in accordance with the applicable wage order, one additional hour of
9 compensation at each employee's regular rate of pay for each workday that a rest period was not
10 provided.

11 30. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
13 earned and due, interest, penalties, expenses, and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

17 **(Against all DEFENDANTS)**

18 31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 32. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
21 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
22 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
23 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
24 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
25 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
26 on the seventh consecutive day of work in any workweek.

27 33. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage

1 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
2 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
3 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
4 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
5 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; failing to include all
6 remuneration in the calculation of the regular rate of pay for overtime purposes; requiring,
7 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
8 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
9 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
10 worked; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
11 requiring PLAINTIFF and CLASS MEMBERS to launder their uniforms off-the-clock; and other
12 methods to be discovered.

13 34. In violation of California law, DEFENDANTS have knowingly and willfully
14 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
15 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
16 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
17 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
18 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
19 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

20 35. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
21 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
22 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
23 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
24 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
25 fees, expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

4 **(Against all DEFENDANTS)**

5 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 37. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 38. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
11 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
14 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
15 worked; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS
16 MEMBERS for each pay period; requiring PLAINTIFF and CLASS MEMBERS to launder their
17 uniforms off-the-clock; and other methods to be discovered.

18 39. DEFENDANTS' conduct described herein violates California Labor Code §§
19 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
20 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
21 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
22 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
23 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
24 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 41. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 42. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 43. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 44. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 45. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Furnish Accurate Itemized Wage Statements**

4 **[Cal. Labor Code § 226; IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 48. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
10 writing showing each employee's gross wages earned, total hours worked, the number of piece-
11 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
12 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the
13 inclusive dates of the period for which the employee is paid, only the last four digits of the
14 employee's social security number or an employee identification number other than a social
15 security number, and all applicable hourly rates in effect during each pay period and the
16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
17 § 226 and IWC Wage Order No. 5-2001, § 7.

18 49. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
20 statements in accordance with California Labor Code § 226(a).

21 50. As a proximate result of DEFENDANTS' unlawful actions and omissions,
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
25 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
26 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
27 California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 52. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 53. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for cell phone usage, personal protective
15 equipment, uniforms, uniform laundering, non-slip shoes, mileage, and other employment-related
16 expenses, in violation of California Labor Code § 2802.

17 54. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
20 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
21 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
22 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
23 available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 55. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 56. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
13 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements,
14 DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for
15 necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair
16 and unlawful business practice under California Business and Professions Code § 17200 et seq.

17 57. DEFENDANTS' violations of California wage and hour laws constitute a business
18 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
19 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
20 CLASS MEMBERS.

21 58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
22 rest periods, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
24 record, report, and pay the correct sums of assessment to the state authorities under the California
25 Labor Code and other applicable regulations.

26 59. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
28 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be

1 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
2 MEMBERS.

3 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **NINTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against All DEFENDANTS)**

14 61. PLAINTIFF incorporates herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs, with exception of the allegations in paragraph 21 and the
16 subparagraphs thereto.

17 62. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
18 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
19 current and former non-exempt employees of DEFENDANTS during the relevant statutory period
20 (“AGGRIEVED EMPLOYEES”) pursuant to the procedures specified in California Labor Code
21 § 2699.3, because PLAINTIFF and AGGRIEVED EMPLOYEES were employed by
22 DEFENDANTS and the alleged violations of the California Labor Code were committed against
23 PLAINTIFF and AGGRIEVED EMPLOYEES.

24 63. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
25 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
26 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1,
27 and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action on
28 behalf of the State of California and AGGRIEVED EMPLOYEES for the violations set forth

1 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204,
2 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award
3 of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

4 64. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
5 March 14, 2024 by online filing to the California Labor and Workforce Development Agency
6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 65. Therefore, PLAINTIFF has complied with all of the requirements set forth in
11 California Labor Code § 2699.3 to commence a representative action under PAGA.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
18 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 19 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
20 and IWC Wage Order No. 5-2001;
- 21 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 22 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
23 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
24 from engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof, including but not limited to all
27 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 28 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor

Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

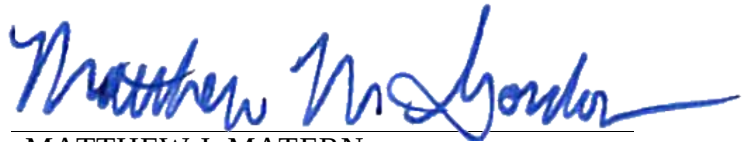
13. For such further relief that the Court may deem just and proper.

Respectfully submitted,

DATED: June 4, 2024

MATERN LAW GROUP, PC

By:



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DATED: June 4, 2024

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