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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR**
11 **THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 JACKY NOEMY ESTRADA, an individual, on
13 behalf of herself, other current and former
14 aggrieved employees, and the State of California,
15 as a private attorneys general,

16 Plaintiff,

17 vs.

18 HOUSE OF PIES, INC., a California corporation;
19 VIROJ P. WATANA, an individual; NOI PAIJI,
20 an individual; and DOES 1 through 25, Inclusive,

21 Defendants.

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County of Los Angeles
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Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Case No. **24STCV31578**

**COMPLAINT FOR ALL APPLICABLE
DAMAGES FOR:**

1. Violations of *Cal. Labor Code* §§ 1194 & 1194.2
2. Violations of *Cal. Labor Code* § 510
3. Violations of *Cal. Labor Code* § 226.7
4. Violations of *Cal. Labor Code* §§ 512 & 226.7
5. Violations of *Cal. Labor Code* §§ 204 & 210
6. Violations of *Cal. Labor Code* § 226
7. Violations of *Cal. Labor Code* §§ 201, 203 & 208
8. Violations of *Cal. Bus. & Prof. Code* § 17200
9. Violations of *Cal. Labor Code* § 2698, *et. seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JACKY NOEMY ESTRADA (hereinafter individually referred to as
2 “PLAINTIFF”), on behalf of (1) herself individually as an aggrieved employee, (2) other current
3 and former aggrieved employee, and (3) the State of California as a private attorneys general, under
4 the Private Attorneys General Act of 2004, *California Labor Code* section 2698, *et seq.* (hereinafter
5 referred to as “PAGA”) hereby alleges and states as follows:

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7 **PARTIES**

- 8 1. At all times relevant herein, Defendant HOUSE OF PIES, INC. (hereinafter “DEFENDANT
9 HOP”) was and is a California corporation incorporated in and doing business in the State of
10 California, County of Los Angeles, and other southern California counties.
- 11 2. At all times relevant herein, the natural person VIROJ P. WATANA (hereinafter referred to as
12 “DEFENDANT WATANA”) is/was a/the manager, supervisor, CEO, Secretary, CFO, Director,
13 and managing Officer/agent for/of DEFENDANT HOP, acting within a supervisory and/or
14 managerial role, in State of California, County of Los Angeles.
- 15 3. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT WATANA was
16 and is a “managing and/or supervisory agent” of DEFENDANT HOP, as the term was defined
17 by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and Section
18 3294 of the Code Civil Procedure.
- 19 4. At all times relevant herein, the natural person NOI PAIJI (hereinafter referred to as
20 “DEFENDANT PAIJI”) is/was DEFENDANT HOP manager, acting within a supervisory
21 and/or managerial role, in State of California, County of Los Angeles.
- 22 5. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT PAIJI was and
23 is a “managing and/or supervisory agent” of DEFENDANT HOP, as the term was defined by
24 the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and Section
25 3294 of the Code Civil Procedure.
- 26 6. DEFENDANT WATANA, DEFENDANT PAIJI and DOES 1 through 25 are hereinafter
27 collectively referred to as “INDIVIDUAL DEFENDANTS.”

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- 1 7. DEFENDANT HOP, DEFENDANT WATANA, DEFENDANT PAIJI and DOES 1 through 25
2 are hereinafter collectively referred to as “DEFENDANTS.”
- 3 8. At all times relevant herein, PLAINTIFF was employed by and worked for DEFENDANTS,
4 and each of them, in the State of California, County of Los Angeles.
- 5 9. Hereinafter, any and all of DEFENDANTS’ current and former non-exempt California
6 employees, including PLAINTIFF, are collectively referred to as “AGGRIEVED
7 EMPLOYEES.”
- 8 10. The true names and capacities, whether individual, corporate, associate, or otherwise, of the
9 Defendant(s) named herein as DOES 1 through 25, Inclusive, and each of them, are unknown to
10 PLAINTIFF, who therefore bring this action against said Defendant(s) by their fictitious names
11 pursuant to *Cal. Code Civ. Pro.* § 474.
- 12 11. PLAINTIFF therefore seeks leave to amend this Complaint to include the true names and
13 capacities of said DOE Defendant(s) in the event that identification of such DOE parties is
14 ascertained.
- 15 12. PLAINTIFF is informed and believe and based thereupon allege that at all relevant times herein
16 mentioned each of the DEFENDANTS and DOES 1 through 25, inclusive, were the agents,
17 servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary,
18 executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee,
19 assignor, legal representative, general administrator, member, co-conspirator, and/or joint
20 venturer or occupied other relationships with each of the other named DEFENDANTS and at
21 all times herein mentioned acted within the course and scope of said agency and/or employment
22 and/or other relationship and each other DEFENDANTS have ratified, consented to, had actual
23 and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts
24 of their agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors,
25 and/or representatives, and that each actively, passively, acquiesced, participated in, allowed,
26 aided and abetted, assisted, acted, or failed to act, with one another in the commission of the
27 wrongdoing alleged in this Complaint.

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JURISDICTION AND VENUE

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

14. The above-captioned Court has jurisdiction over the subject matter of this action and has personal jurisdiction over DEFENDANTS, which: (1) conducts business in the State of California; (2) hires and maintains employees in the State of California; and (3) avails itself/themselves of the protection of the laws of the State of California.

15. Venue in the above-captioned Court is proper because DEFENDANTS committed the acts complained of herein in Los Angeles County and DEFENDANTS' place of business is located in the County of Los Angeles.

FACTUAL ALLEGATIONS

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

17. According to DEFENDANT HOP's website, "Since 1969, [DEFENDANT HOP] has been satisfying the appetites of customers in and around Los Angeles, Calif. Family owned and operated, we are known by people around the area for our delicious menu and fantastic atmosphere. Customers have been returning to our coffeeshop for more than four decades, not just because of our delicious pies, but also for our excellence in customer service." (<http://houseofpiesla.com/about>.)

18. PLAINTIFF was hired by DEFENDANTS in or around September 2022 as a server.

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19. Upon PLAINTIFF's hiring, DEFENDANTS failed to provide PLAINTIFF written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF has the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information.
20. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement.
21. Despite DEFENDANTS paying PLAINTIFF and all AGGRIEVED EMPLOYEES bi-weekly, DEFENDANTS failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFF and all AGGRIEVED EMPLOYEES, a notice specifying its/their regular pay days and the time and place of payment to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.
22. During all times relevant, DEFENDANTS have and are engaging in wage theft by reducing/withholding/failing to pay minimum and overtime wages earned and owing from/to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.
23. The first example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS requiring PLAINTIFF and any and all AGGRIEVED EMPLOYEES to perform off-the-clock work for which they were/are not paid.

24. This wage theft was the result of DEFENDANTS' company-wide policies and practices of understaffing all shifts, and having no coverage for the dining tables/dining parties of any server "taking" a meal period.

25. Because of this, PLAINTIFF and any and all AGGRIEVED EMPLOYEES performing server duties would rush to the back, eat what they could, and return to the floor to make certain their guests were receiving the required attention as any complaints by a party/table about the whereabouts of their server could/would/did result in disciplinary action against that server.

26. Despite the preceding, DEFENDANTS required PLAINTIFF and any and all AGGRIEVED EMPLOYEES to clock out for not less than thirty (30) minutes during any given shift; thus, PLAINTIFF would clock out as required, set a thirty (30) minute alarm on her phone, eat what she could and then go right back to work. When PLAINTIFF's alarm went off, she would clock back in.

27. PLAINTIFF's best estimate of actual meal period time she received during any given workday was ten (10) minutes, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then minimum wage for no less than twenty (20) minutes each day she worked.

28. Moreover, no less than once per pay period PLAINTIFF's alarm would go off, but she was too busy to clock back in, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then minimum wage for no less than an additional 10 to 15 minutes each pay period she worked.

29. PLAINTIFF is informed, believes and was in witness of, DEFENDANTS requiring any and all AGGRIEVED EMPLOYEES, including DEFENDANTS' bussers and cooks (as DEFENDANTS' restaurant was at all times busy, but understaffed) to also perform this type of off the clock work, thus, failing to pay any and all AGGRIEVED EMPLOYEES California's minimum wage during each and every pay period they work/ed.

30. When DEFENDANTS fail/ed to pay PLAINTIFF and any and all AGGRIEVED EMPLOYEES it also fail/ed to pay them the liquidated damages due and owing.

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1 31. DEFENDANTS' just-detailed company-wide policies and practices not only results/ed in
2 unpaid minimum wages, but also in DEFENDANTS failing to make lawful meal periods
3 available to PLAINTIFF and any and all AGGRIEVED EMPLOYEES during each and every
4 pay period they work/ed.

5 32. In short, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide
6 meal periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. And
7 DEFENDANTS' company-wide policy and practice regarding rest periods was/is identical;
8 more specifically, non-existent; meaning, there was no such thing as a "rest period" while
9 employed by DEFENDANTS.

10 33. Thus, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide
11 rest periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

12 34. Despite DEFENDANTS' unlawful meal and rest period policies, DEFENDANTS never paid
13 PLAINTIFF and any and all AGGRIEVED EMPLOYEES a meal or rest period premium,
14 which is the second example of DEFENDANTS' wage theft.

15 35. The third example of DEFENDANTS' wage theft was/is, during all times relevant,
16 DEFENDANTS' company-wide policy and practice of simply ignoring various time/hours
17 worked by PLAINTIFF and any and all AGGRIEVED EMPLOYEES that were eligible for
18 time and one-half overtime pay, instead paying them their regular rate of pay for that time/those
19 hours.

20 36. For instance, during the pay period ending April 23, 2023, PLAINTIFF's timekeeping records
21 evidence her working 8.5 hours on April 22, 2023. However, PLAINTIFF's wage statement
22 furnished for this pay period evidences DEFENDANTS failing to pay PLAINTIFF any
23 overtime wages.

24 37. PLAINTIFF is informed, and believes and thereon alleges, that any and all AGGRIEVED
25 EMPLOYEES were/are also subjected to DEFENDANTS' just-described violation of
26 California's overtime laws.

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1 38. And DEFENDANTS' company-wide policy and practice of simply ignoring overtime worked,
2 thus, failing to pay lawful overtime wages to its employees hits full-stride during the
3 Thanksgiving season when according to, "Noi Paiji [(i.e., DEFENDANT PAIJI)], manager
4 of House of Pies in Los Feliz, [] the team will make upwards of 7,000 pies this week. The
5 ovens have been running 24 hours a day since Sunday, and she says the kitchen staff is making
6 more than a dozen flavors." (*For LA's pie bakers, Thanksgiving is their Super Bowl*, KCRW,
7 Megan Jamerson, November 22, 2023 ([https://www.kcrw.com/news/shows/greater-](https://www.kcrw.com/news/shows/greater-la/thanksgiving/pie)
8 [la/thanksgiving/pie](https://www.kcrw.com/news/shows/greater-la/thanksgiving/pie)).)

9 39. DEFENDANT PAIJI further stated: "Customers' needs for pie is also a financial boost for the
10 biggest pie purveyors." (*Id.*) DEFENDANTS get a pie boost, alongside a boost from stealing
11 wages from its/their employees by paying them their regular rate of pay instead of one and one-
12 half times or double their regular rate for all time they work over 8 and 12 hours in one day, 40
13 hours in one week, and/or more than 8 hours on a seventh consecutive day.

14 40. The fourth example of DEFENDANTS' wage theft was/is, during all times relevant,
15 DEFENDANTS' company-wide policy and practice of requiring certain of its employees to
16 work time/hours/shifts using other of DEFENDANTS' employee's credentials; meaning, one
17 employee would clock in and work as if he/she were the other employee. DEFENDANTS
18 institute/d this policy and practice specifically to avoid having to pay overtime wages to
19 employees whose time-worked during a given workweek had already, or would during a shift,
20 eclipse the 40 hour mark, thus, requiring DEFENDANTS to pay him/her time and one-half
21 his/her regular rate of pay. PLAINTIFF is informed, and believes and thereon alleges, that
22 many of DEFENDANTS' employees were/are also subjected to DEFENDANTS' just-described
23 violation of California's overtime laws.

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1 41. As a result of DEFENDANTS' ongoing, company-wide policy and practice of willfully failing
2 to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime wages, as
3 well as, meal and rest premium wages earned, DEFENDANTS also willfully fails/ed to pay
4 PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn twice during each
5 calendar month, as well as, all wages owing within the statutorily required time, and place, after
6 PLAINTIFF's termination. Specifically, DEFENDANTS paid PLAINTIFF two to three days
7 following her termination, then on the fourth day after termination, cancelled the initial check,
8 and issued a different check. On top of PLAINTIFF's final check being untimely, her final
9 check failed to account for all the herein-detailed unpaid wages, thus, DEFENDANTS willfully
10 failed to pay PLAINTIFF all wages she earned and that were owing at the time and place of her
11 termination. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
12 also fail to all wages earned and owing within the statutorily required time at/following any one
13 of the AGGRIEVED EMPLOYEE'S/S' resignation(s), or termination(s) from employment.

14 42. Also resulting from DEFENDANTS' ongoing, company-wide policy and practice of willfully
15 failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime
16 wages, as well as, meal and rest premium wages earned, DEFENDANTS failed/fails to furnish
17 PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. The
18 wage statements that DEFENDANTS furnish to PLAINTIFF and any and all AGGRIEVED
19 EMPLOYEES fail to accurately show (a) the number of hours worked by all employees and the
20 rate associated with those hours, (b) the gross and net wages earned by all employees, (c) the
21 amount of paid sick leave available to each employee, and (d) DEFENDANTS' true address.

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43. Similarly, and necessary to conceal DEFENDANTS' herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. And DEFENDANTS failed to provide PLAINTIFF and all AGGRIEVED EMPLOYEES sick days, thus, even if there was an accrual of sick days they were not entitled to use the sick time according to California law. Instead, DEFENDANTS' policies and procedures surrounding the use of any sick time required PLAINTIFF and all AGGRIEVED EMPLOYEES be clairvoyant; specifically, they needed to give DEFENDANTS two (2) week notice of any illness requiring the use of sick time. Additionally, DEFENDANTS never provide/d PLAINTIFF and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days.

44. PLAINTIFF is informed and believes and thereon alleges that any and all of DEFENDANTS' other current and former non-exempt California employees, including employees other than those in PLAINTIFF's specific department, and/or working at, or out of PLAINTIFF's specific location, *i.e.*, the AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-described *California Labor Code* violations and violations of California law, including the/any corresponding section(s) of the applicable IWC Wage Order(s); here, IWC Wage Order No. 5-2001, Regulating Wages, Hours and Working Conditions in the Transportation Industry, and codified at *Cal. Code Regs.* tit. 8 § 11050. Herein, IWC Wage Order No. 5-2001 and *Cal. Code Regs.* tit. 8 § 11050 are interchangeable (when citing one, this complaint is also citing the other), and/or are collectively referred to as "applicable IWC Wage Order."

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1 45. Moreover, all the herein-described *California Labor Code* violations and violations of
2 California law, including the/any corresponding section(s) of the applicable IWC Wage Order
3 were/are violated, or were/are caused to be violated by DEFENDANT HOP's managing
4 agent(s), owner(s) and/or operator(s), the natural persons, INDIVIDUAL DEFENDANTS.
5 Specifically, INDIVIDUAL DEFENDANTS institute/d and implement/ed all policies,
6 procedures and conditions of employment, including those for wages and hours, under which
7 PLAINTIFF and any and all AGGRIEVED EMPLOYEES were/are employed and paid.

8 46. PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are paid bi-weekly thus, had/have
9 bi-weekly pay periods, and the herein-described violations took/take place during each and
10 every pay period, and in any event at least one, worked by PLAINTIFF and all other
11 AGGRIEVED EMPLOYEES during all relevant pay periods, including the present pay period,
12 and all pay periods on each present day hereafter until this complaint's PAGA cause of action is
13 resolved.

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15 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

16 47. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
17 set forth herein.

18 48. On April 19, 2024, PLAINTIFF sent a written PAGA notice by USPS first-class certified mail
19 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
20 the facts and theories supporting the violations. (A true and correct copy of the April 19, 2024,
21 PAGA notice is attached hereto as Exhibit 1 and is incorporated herein.)

22 49. On April 19, 2024, PLAINTIFF submitted the PAGA notice electronically to California's Labor
23 and Workforce Development Agency (hereinafter referred to as the "LWDA").

24 50. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
25 period of time following April 19, 2024 notice. As of the date of this complaint, the LWDA has
26 provided no notice of investigation to PLAINTIFF.

27 51. Thus, PLAINTIFF can commence this civil action pursuant to *California Labor Code* section
28 2698, *et. seq.*

TOLLING OF STATUTES OF LIMITATIONS

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

53. Any application statute of limitation for *California Labor Code* and *California Business and Professions Code*, are equitably tolled by virtue of PLAINTIFF's PAGA Notice.

54. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the Supreme Court of California stated, "DEFENDANTS' interest in being properly apprised of claims against them in order that they may gather and preserve evidence is fully satisfied when prospective tort intervenors file compensation claims Thus, as the DEFENDANTS were already in litigation regarding the same sets of facts and circumstances, and no prejudice can be shown towards the DEFENDANTS, the doctrine of equitable tolling should be recognized...." *Elkins v. Derby*, (1974) 12 Cal.3d 410, 417.

55. On April 19, 2024, PLAINTIFF sent written notice by USPS first-class certified mail to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and the facts and theories supporting the violations. (See Exh. 1.) In the same certified correspondence sent DEFENDANTS, PLAINTIFF also included records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5.

56. The serving and submission of PLAINTIFF's written PAGA notice and records requests to DEFENDANTS to gather any and all relevant information relating to DEFENDANTS' alleged liability for violations of the *California Labor Code* pertaining to his wages and hours and conditions of his employment. See *McDonald v. Antelope Valley Community College District*, (2008) 45 Cal. 4th 88, 102; *Hopkins v. Kedzierski*, (2014) 255 Cal.App4th 736,750-751; *Structural Steel Fabricators, Inc. v. City of Orange*, (1995) 40 Cal. App.4th 459.

57. DEFENDANTS are not prejudiced from the filing of this Complaint because it/they had sufficient time to investigate the facts giving rise to this Complaint based upon PLAINTIFF serving DEFENDANTS with the written PAGA notice and records requests.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages and Liquidated Damages in Violation of *Cal. Labor Code* §§**
3 **1194 & 1194.2**

4 **(Against All DEFENDANTS)**

5 58. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 59. At all times relevant herein, *California Labor Code* sections 1194, 1194.2, 1197.1, 558.1, as
8 well as, the/any corresponding section(s) of the applicable IWC Wage Order, are and were in
9 full force and effect and are binding on DEFENDANTS.

10 60. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
11 the legal minimum wage or the legal overtime compensation applicable to the employee is
12 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
13 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
14 suit.” *Cal. Labor Code* § 1194(a).

15 61. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
16 payment of a wage less than the minimum wage fixed by an order of the commission or by
17 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
18 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

19 62. Section (4)(B) of the applicable IWC Wage Order states: “Every employer shall pay to each
20 employee, on the established payday for the period involved, not less than the applicable
21 minimum wage for all hours worked in the payroll period, whether the remuneration is
22 measured by time, piece, commission, or otherwise.”

23 63. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
24 *Code* sections 1194, 1194.2 and the/any corresponding section(s) of the applicable IWC Wage
25 Order.

26 64. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
27 PLAINTIFF’s employment with DEFENDANTS.

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1 65. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
2 were also victim of DEFENDANTS' violations of *California Labor Code* sections 1194, 1194.2
3 and the/any corresponding section(s) of the applicable IWC Wage Order.

4 66. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
5 were victim of DEFENDANTS' said violations in at least one pay period during their
6 employment with DEFENDANTS.

7 67. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
8 violated, any provision regulating minimum wages or hours and days of work in any order of
9 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
10 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
11 *Labor Code* § 558.1(a).

12 68. "Any employer or other person acting either individually or as an officer, agent, or employee of
13 another person, who pays or causes to be paid to any employee a wage less than the minimum
14 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
15 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
16 applicable penalties imposed pursuant to Section 203" *Id.* at 1197.1(a).

17 69. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
18 *Labor Code* section 1194, the/any corresponding section(s) of the applicable IWC Wage Order
19 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
20 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
21 DEFENDANT HOP.

22 70. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
23 liable for the damages stemming from the violations of *California Labor Code* section 1194 and
24 the/any corresponding section(s) of the applicable IWC Wage Order, including a restitution of
25 wages, and liquidated damages payable to PLAINTIFF.

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- 1 71. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
2 payment of a wage less than the minimum wage fixed by an order of the commission or by
3 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
4 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).
- 5 72. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid
7 balance of the full amount of this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.
- 9 73. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF the minimum wage,
10 pursuant to the provisions of *California Labor Code* § 1194(a) and the/any corresponding
11 section(s) of the applicable IWC Wage Order, PLAINTIFF has suffered and will continue to
12 suffer economic damages in an amount to be proven at trial.
- 13 74. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF the minimum wage,
14 PLAINTIFF has been forced to hire attorney(s) to prosecute her claims herein, and have
15 incurred and will continue to incur attorney’s fees and costs in connection therewith.
- 16 75. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
17 PLAINTIFF’s minimum wages, prejudgment interest on these unpaid wages, all civil penalties,
18 statutory penalties, monetary damages, reasonable attorney’s/s’ fees, costs, liquidated damages,
19 and any other relief available to PLAINTIFF under the *California Labor Code* and any further
20 relief that the Court deems proper as a result of DEFENDANTS’ violations.

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22 **SECOND CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**
24 **(Against All DEFENDANTS)**

- 25 76. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
26 herein.
- 27 77. At all times relevant herein, *California Labor Code* sections 510 and 558.1, as well as, the/any
28 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
effect and are binding on DEFENDANTS.

1 78. "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
2 workday and any work in excess of 40 hours in any one workweek and the first eight hours
3 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
4 less than one and one-half times the regular rate of pay for an employee." *Cal. Labor Code* §
5 510(a).

6 79. Section (3)(A)(1)(a)-(c) of the applicable IWC Wage Order states: "[E]mployees shall not be
7 employed more than eight (8) hours in any workday or more than 40 hours in any workweek
8 unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay
9 for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's
10 work. Employment beyond eight (8) hours in any workday or more than six (6) days in any
11 workweek is permissible provided the employee is compensated for such overtime at not less
12 than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked
13 in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight
14 (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double
15 the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday
16 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of
17 work in a workweek.(c) The overtime rate of compensation required to be paid to a nonexempt
18 full-time salaried employee shall be computed by using the employee's regular hourly salary as
19 one-fortieth (1/40) of the employee's weekly salary."

20 80. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
21 *Code* section 510 and the/any corresponding section(s) of the applicable IWC Wage Order.

22 81. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
23 PLAINTIFF's employment with DEFENDANTS.

24 82. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
25 were also victim of DEFENDANTS' violations of *California Labor Code* section 510 and
26 the/any corresponding section(s) of the applicable IWC Wage Order.

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1 83. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
2 were victim of DEFENDANTS' said violations in at least one pay period during their
3 employment with DEFENDANTS.

4 84. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
5 violated, any provision regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
7 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
8 *Labor Code* § 558.1(a).

9 85. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
10 *Labor Code* section 510, the/any corresponding section(s) of the applicable IWC Wage Order
11 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
12 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
13 DEFENDANT HOP.

14 86. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
15 liable for the damages stemming from the violations of *California Labor Code* section 510 and
16 the/any corresponding section(s) of the applicable IWC Wage Order.

17 87. "[A]ny employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid
19 balance of the full amount of this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney's fees, and costs of suit." *Id.* at 1194.

21 88. As a proximate result of DEFENDANTS' failure to pay PLAINTIFF her lawful overtime
22 wages, pursuant to the provisions of *California Labor Code* § 510, PLAINTIFF is entitled to
23 recover from DEFENDANTS an amount equal to the wages unlawfully unpaid and interest
24 thereon.

25 89. As a proximate result of DEFENDANTS' failure to pay PLAINTIFF her lawful overtime
26 wages, PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have
27 incurred and will continue to incur attorney's fees and costs in connection therewith.

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1 90. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF's overtime wage compensation, prejudgment interest on these unpaid wages, all
3 civil penalties, statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, and
4 any other relief available to PLAINTIFF under the *California Labor Code* and any further relief
5 that the Court deems proper as a result of DEFENDANTS' violations.

6
7 **THIRD CAUSE OF ACTION**

8 **Failure to Make Rest Periods Available in Violation of *Cal. Labor Code* § 226.7**
9 **(Against All DEFENDANTS)**

10 91. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 92. At all times relevant herein, *California Labor Code* sections 226.7 and 558.1, as well as, the/any
13 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
14 effect and are binding on DEFENDANTS.

15 93. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive four
16 (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours
17 worked in a workday. *Cal. Lab. Code* § 226.7.

18 94. *California Labor Code* § 226.7 requires an employer to pay an additional hour of compensation
19 for each workday where an employee fails to receive a rest period for each consecutive four (4)
20 hour shift worked. *Id.* at (c).

21 95. Section (12)(A) of the applicable IWC Wage Order states: "Every employer shall authorize and
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
23 each work period. The authorized rest period time shall be based on the total hours worked daily
24 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
25 However, a rest period need not be authorized for employees whose total daily work time is less
26 than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours
27 worked for which there shall be no deduction from wages."

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1 96. Section (12)(B) of the applicable IWC Wage Order states: “If an employer fails to provide an
2 employee a rest period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
4 each workday that the rest period is not provided.” *Id.* at.

5 97. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
6 *Code* section 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

7 98. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
8 PLAINTIFF’s employment with DEFENDANTS.

9 99. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
10 were also victim of DEFENDANTS’ violations of *California Labor Code* section 226.7 and
11 the/any corresponding section(s) of the applicable IWC Wage Order.

12 100. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
13 were victim of DEFENDANTS’ said violations in at least one pay period during their
14 employment with DEFENDANTS.

15 101. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
16 violated, any provision regulating minimum wages or hours and days of work in any order of
17 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
18 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
19 *Labor Code* § 558.1(a).

20 102. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
21 *Labor Code* section 226.7, the/any corresponding section(s) of the applicable IWC Wage Order
22 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
23 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
24 DEFENDANT HOP.

25 103. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
26 liable for the damages stemming from the violations of *California Labor Code* section 226.7
27 and the/any corresponding section(s) of the applicable IWC Wage Order.

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1 104. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF's rest period wages, prejudgment interest on these unpaid wages, all civil penalties,
3 statutory penalties, monetary damages, and any other relief available to PLAINTIFF under the
4 *California Labor Code* and any further relief that the Court deems proper as a result of
5 DEFENDANTS' violations.

6
7 **FOURTH CAUSE OF ACTION**

8 **Failure to Make Meal Periods Available in Violation of *Cal. Labor Code* §§ 512 & 226.7**
9 **(Against All DEFENDANTS)**

10 105. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 106. At all times relevant herein, *California Labor Code* sections 512, 226.7, 558.1, as well as,
13 the/any corresponding section(s) of the applicable IWC Wage Order, are and were in full force
14 and effect and are binding on DEFENDANTS.

15 107. "An employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that if
17 the total work period per day of the employee is no more than six hours, the meal period may be
18 waived by mutual consent of both the employer and employee." *Cal. Labor Code* § 512(a).

19 108. "An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes, except
21 that if the total hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived." *Id.*

24 109. "If an employer fails to provide an employee a meal or rest or recovery period in accordance
25 with a state law, including, but not limited to, an applicable statute or applicable regulation,
26 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
28 employee one additional hour of pay at the employee's regular rate of compensation for each
workday that the meal or rest or recovery period is not provided." *Id.* at 226.7.

1 110. Section (11)(A) of the applicable IWC Wage Order states in part: “No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30 minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and employee.”

5 111. Section (11)(D) of the applicable IWC Wage Order states in part: “If an employer fails to
6 provide an employee a meal period in accordance with the applicable provisions of this Order,
7 the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
8 compensation for each work day that the meal period is not provided.”

9 112. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
10 *Code* sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage
11 Order.

12 113. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
13 PLAINTIFF’s employment with DEFENDANTS.

14 114. And PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
15 EMPLOYEES were also victim of DEFENDANTS’ violations of *California Labor Code*
16 sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

17 115. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
18 were victim of DEFENDANTS’ said violations in at least one pay period during their
19 employment with DEFENDANTS.

20 116. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
21 violated, any provision regulating minimum wages or hours and days of work in any order of
22 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
23 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
24 *Labor Code* § 558.1(a).

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1 117. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 512, 226.7, the/any corresponding section(s) of the applicable IWC Wage
3 Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by
4 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 DEFENDANT HOP.

6 118. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
7 liable for the damages stemming from the violations of *California Labor Code* sections 512,
8 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

9 119. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
10 PLAINTIFF'S meal period wages, prejudgment interest on these unpaid wages, all civil
11 penalties, statutory penalties, monetary damages, and any other relief available to PLAINTIFF
12 under the *California Labor Code* and any further relief that the Court deems proper as a result
13 of DEFENDANTS' violations.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Earned Twice During a Calendar Month in Violation of *Cal. Labor***
16 ***Code* §§ 204 & 210**
17 **(Against All DEFENDANTS)**

18 120. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
19 herein.

20 121. At all times relevant herein, *California Labor Code* sections 204, 210 and 558.1, as well as,
21 the/any corresponding section(s) of the applicable IWC Wage Order are and were in full force
22 and effect and are binding on DEFENDANTS.

23 122. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
24 any person in any employment are due and payable twice during each calendar month, on days
25 designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

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123. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant” *Id.* at 210.

124. “An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.” *Id.* at (c).

125. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 1194 and/or 510, thus, entitling PLAINTIFF to recover the statutory penalties set forth in Section 210 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510.

126. PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510, thus, Section 204, in at least one pay period during PLAINTIFF’s employment with DEFENDANTS.

127. As set forth herein, AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 512 and 226.7, thus, entitling the AGGRIEVED EMPLOYEES to recover the PAGA civil penalties set forth in Sections 558 and/or 2699 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 512 and/or 226.7 being pursued in PLAINTIFF’s PAGA cause of action *infra*.

128. As set forth herein, the AGGRIEVED EMPLOYEES were victim of DEFENDANTS’ willful and intentional violations of *California Labor Code* sections 512 and 226.7, thus, Section 204 in at least one pay period during their employment with DEFENDANTS.

1 129. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 1194, 510, 512, 226.7, the/any corresponding section(s) of the applicable
3 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
4 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 DEFENDANT HOP.

6 130. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
7 liable for the damages stemming from DEFENDANTS' willful and intentional failure to pay
8 PLAINTIFF all minimum and overtime wages earned in violation of *California Labor Code*
9 sections 1194 and 510, as well as, the/any corresponding section(s) of the applicable IWC Wage
10 Order, necessarily including the statutory penalties payable to PLAINTIFF pursuant to Section
11 210.

12 131. Furthermore, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
13 liable for the damages stemming from DEFENDANTS' willful and intentional failures (a) to
14 make all lawful meal and rest periods available to the AGGRIEVED EMPLOYEES, and (b) pay
15 the AGGRIEVED EMPLOYEES the meal and rest period premiums owed to them based on
16 these failures, all in violation of *California Labor Code* sections 512, 226.7 and the/any
17 corresponding section(s) of the applicable IWC Wage Order, which includes the PAGA civil
18 penalties set forth in Sections 558 and/or 2699.

19 132. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
20 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
21 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
22 of the action." *Id.* at 218.5.

23 133. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
24 *California Labor Code* section 210, plus twenty-five percent (25%) of the wages unlawfully
25 withheld by DEFENDANTS, reasonable attorney's/s' fees, costs, and any other relief available
26 to PLAINTIFF under the *California Labor Code* and any further relief that the Court deems
27 proper as a result of DEFENDANTS' violations of *California Labor Code* sections 1194 and
28 510.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
3 **(Against All DEFENDANTS)**

4 134. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 135. At all times relevant herein, *California Labor Code* sections 226, 558.1 and the/any
7 corresponding section(s) of the applicable IWC Wage Order are and were in full force and
8 effect and are binding on DEFENDANTS.

9 136. DEFENDANTS, and each of them, were obligated under *California Labor Code* section 226
10 and the/any corresponding section(s) of the applicable IWC Wage Order, to keep an accurate
11 record of the hours of labor worked by PLAINTIFF and all other AGGRIEVED EMPLOYEES
12 and to prepare and furnish PLAINTIFF and all other AGGRIEVED EMPLOYEES with each
13 payment of wages an itemized statement accurately showing nine specific categories of
14 information: “(1) gross wages earned, (2) total hours worked by the employee . . . (3) the
15 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
18 dates of the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of his or her social security number or an employee identification number other
20 than a social security number, (8) the name and address of the legal entity that is the employer .
21 . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee” *Cal. Lab. Code* § 226(a).

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1 137. Section (7)(B) of the applicable IWC Wage Order states: “Every employer shall semimonthly or
2 at the time of each payment of wages furnish each employee, either as a detachable part of the
3 check, draft, or voucher paying the employee's wages, or separately, an itemized statement in
4 writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee
5 is paid; (3) the name of the employee or the employee's social security number; and (4) the
6 name of the employer, provided all deductions made on written orders of the employee may be
7 aggregated and shown as one item.”

8 138. “An employee suffering injury as a result of a knowing and intentional failure by an
9 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
10 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
11 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
12 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
13 reasonable attorney's fees.” *Cal. Lab. Code* § 226(e)(1).

14 139. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
15 *Code* section 226 and the/any corresponding section(s) of the applicable IWC Wage Order.

16 140. DEFENDANTS’ conduct was willful, and its failure to include this information on wage
17 statements caused PLAINTIFF damage, and resulted in PLAINTIFF’s inability to determine
18 whether she was paid accurately.

19 141. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
20 PLAINTIFF’s employment with DEFENDANTS.

21 142. PLAINTIFF is informed and believes and, on that basis, alleges that DEFENDANTS furnished
22 wage statements containing the same deficiencies set forth herein to all other AGGRIEVED
23 EMPLOYEES.

24 143. PLAINTIFF is informed and believes and, on that basis, alleges that all other AGGRIEVED
25 EMPLOYEES were victim of DEFENDANTS’ said violations in at least one pay period during
26 their employment with DEFENDANTS.

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1 144. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 145. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* section 226, the/any corresponding section(s) of the applicable IWC Wage Order
8 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
9 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 DEFENDANT HOP.

11 146. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
12 liable for the damages stemming from the violations of *California Labor Code* section 226 and
13 the/any corresponding section(s) of the applicable IWC Wage Order.

14 147. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
15 *California Labor Code* section 226 and any other applicable section of the *California Labor*
16 *Code*, as well as, an award of costs and reasonable attorney’s/s’ fees and any further relief that
17 the Court deems proper as a result of DEFENDANTS’ violations.

18
19 **SEVENTH CAUSE OF ACTION**

20 **Waiting Time Penalties in Violation of *Cal. Labor Code* §§ 201, 203 & 208**
21 **(Against All DEFENDANTS)**

22 148. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
23 herein.

24 149. At all times relevant herein, *California Labor Code* sections 201, 202, 203, 208 and 558.1 are
25 and were in full force and effect and are binding on DEFENDANTS.

26 150. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge
27 are due and payable immediately.” *Cal. Lab. Code* § 201(a).

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1 151. Under *California Labor Code* Section “If an employee not having a written contract for a
2 definite period quits his or her employment, his or her wages shall become due and payable not
3 later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or
4 her intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting. Notwithstanding any other provision of law, an employee who quits without providing
6 a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
7 designates a mailing address. The date of the mailing shall constitute the date of payment for
8 purposes of the requirement to provide payment within 72 hours of the notice of quitting.” *Id.*
9 at 202(a).

10 152. “If an employer willfully fails to pay, without abatement or reduction, in accordance with
11 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged
12 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
13 the same rate until paid or until an action therefor is commenced; but the wages shall not
14 continue for more than 30 days.” *Id.* at 203(a).

15 153. Pursuant to *California Labor Code* Section 208: “Every employee who is discharged shall be
16 paid at the place of discharge, and every employee who quits shall be paid at the office or
17 agency of the employer in the county where the employee has been performing labor. All
18 payments shall be made in the manner provided by law.” *Id.* at 208.

19 154. “Suit may be filed for these penalties at any time before the expiration of the statute of
20 limitations on an action for the wages from which the penalties arise.” *Id.* at 203(b).

21 155. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
22 *Code* sections 201 or 202, plus 203 and 208.

23 156. And PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED
24 EMPLOYEES who were terminated or resigned were also victim of DEFENDANTS’ violations
25 of *California Labor Code* sections 201 or 202, plus 203 and 208.

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1 157. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 158. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* sections 201, 202, 203, 208, the/any corresponding section(s) of the applicable
8 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
9 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 DEFENDANT HOP.

11 159. Accordingly, DEFENDANT HOP, as well as, INDIVIDUAL DEFENDANTS can be held
12 liable for the damages stemming from the violations of *California Labor Code* sections 201,
13 202, 203 and 208, as well as, the/any corresponding section(s) of the applicable IWC Wage
14 Order.

15 160. “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
16 pension fund contributions, the court shall award reasonable attorney’s fees and costs to the
17 prevailing party if any party to the action requests attorney’s fees and costs upon the initiation
18 of the action.” *Id.* at 218.5.

19 161. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
20 *California Labor Code* section 203 and any other applicable section of the *California Labor*
21 *Code*, as well as, an award of costs and reasonable attorney’s/s’ fees and any further relief that
22 the Court deems proper as a result of DEFENDANTS’ violations.

23
24 **EIGHTH CAUSE OF ACTION**
25 **Violations of *Cal. Bus. & Prof. Code* § 17200**
26 **(Against All Non-Individual DEFENDANTS)**

27 162. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
28 herein.

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163. At all times relevant herein, *California Business and Professions* section 17200, *et seq.* is and was in full force and effect and is binding on all non-individual DEFENDANTS.

164. The Unfair Competition Law (“UCL”), which is codified under *California Business and Professions* section 17200, *et seq.* prohibits acts of “unfair competition,” including any unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive, untrue or misleading advertising.”

165. By virtue of the direct injuries that PLAINTIFF sustained from DEFENDANTS’ wrongful conduct, PLAINTIFF has standing to sue in order to obtain the remedies that are available to PLAINTIFF under the UCL.

166. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts for practices, and both restitution and disgorgement of money or property wrongfully obtained by means of such unfair competition. *Bus. & Prof. Code* § 17203.

167. An action may be brought under the UCL by any person, corporation or association, or by any person action for the interests of itself, its members, or the general public. *Id.* at 17204.

168. A PLAINTIFF may bring *California Business and Professions* section 17200, *et seq.* claim even when the underlying statutory violation does not provide the PLAINTIFF with a private right of action. *See Manser v. Serra Foothills Public Utility Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.*, 27 Cal. App. 4th 832, 839 (2002).

Unfair Conduct

169. As set forth herein, DEFENDANTS engaged in a pattern of unfair and unlawful business practices with respect to PLAINTIFF’s employment at DEFENDANTS and Limited in violation of *California Business and Professions* section 17200, *et seq.*

170. DEFENDANTS violated the “unfair prong” of *California Business and Professions* section 17200, *et seq.* by engaging in the following, wrongful, improper, and unfair conduct:

- a. DEFENDANTS unfairly failed to pay PLAINTIFF minimum wages due;
- b. DEFENDANTS unfairly failed to pay PLAINTIFF overtime wages due;
- c. DEFENDANTS unfairly denied PLAINTIFF meal periods, and failed to pay PLAINTIFF the additional hour at PLAINTIFF’s regular rate for denying the meal periods; and

d. DEFENDANTS unfairly denied PLAINTIFF rest periods, and failed to pay PLAINTIFF the additional hour at PLAINTIFF's regular rate for denying the rest periods.

171. DEFENDANTS' conduct also violated the "unfair" prong of the UCL because the utility of DEFENDANTS' actions and/or omissions was significantly outweighed by the gravity of the harm that it imposed on employees.

172. Further, the public is led to believe that DEFENDANTS provides a fair, safe, and legally sufficient work environment for their employees and complies with California laws governing Labor and Employment issues, despite the fact that both of these impressions are untrue. DEFENDANTS' pattern of wrongful, improper, and unlawful business practices is injurious to DEFENDANTS' employees and consumers alike.

Unlawful Conduct

173. "Unlawful" conduct under *California Business and Professions* section 17200, *et seq.* is any practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory, regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

174. By proscribing 'any unlawful' business practice, *California Business and Professions* section 17200, *et seq.* 'borrows' violations of other laws and treats them as unlawful practices that the UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

175. DEFENDANTS violated the "unlawful" prong of *California Business and Professions* section 17200, *et seq.* as follows:

- a. Violations of *Cal. Labor Code* § 1194;
- b. Violations of Section 4 of *Cal. Code Regs.* tit. 8 § 11050;
- c. Violations of *Cal. Labor Code* § 510;
- d. Violations of Section 3 of *Cal. Code Regs.* tit. 8 § 11050;
- e. Violations of *Cal. Labor Code* § 512;
- f. Violations of Section 11 of *Cal. Code Regs.* tit. 8 § 11050;
- g. Violations of *Cal. Labor Code* § 226.7; and
- h. Violations of Section 12 of *Cal. Code Regs.* tit. 8 § 11050.

1 176. The violation of these laws serves as unlawful predicate acts which have resulted in injury in
2 fact and loss of money and property to PLAINTIFF for purposes of *Business and Professions*
3 *Code* sections 17200, *et seq.*

4 177. PLAINTIFF is entitled to restitutionary damages which constitutes or results from all unpaid
5 minimum and overtime wages, as well as, the additional hours of pay at PLAINTIFF's regular
6 rate for DEFENDANTS' failure to provide meal and rest periods.

7
8 **NINTH CAUSE OF ACTION**

9 **Violations of / Civil Penalties Pursuant to *Cal. Lab. Code* § 2698, *et seq.***
10 **(Against All DEFENDANTS)**

11 178. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
12 herein.

13 179. At all times relevant herein, *California Labor Code* § 2698, *et seq.* are and were in full force
14 and effect and are binding on DEFENDANTS.

15 180. "Notwithstanding any other provision of law, any provision of this code that provides for a civil
16 penalty to be assessed and collected by the Labor and Workforce Development Agency or any
17 of its departments, divisions, commissions, boards, agencies, or employees, for a violation of
18 this code, may, as an alternative, be recovered through a civil action brought by an aggrieved
19 employee on behalf of himself or herself and other current or former employees pursuant to the
20 procedures specified in Section 2699.3." *Cal. Lab. Code* § 2699(a).

21 181. "For all provisions of this code except those for which a civil penalty is specifically
22 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
23 If, at the time of the alleged violation, the person employs one or more employees, the civil
24 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
26 each subsequent violation." *Id.* at (f)(2).

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1 182. “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s
2 fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of
3 subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.” *Id.*
4 at (g)(1).

5 183. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other
6 remedies available under state or federal law, either separately or concurrently with an action
7 taken under this part.” *Id.* at 2699(g).

8 184. On April 19, 2024, PLAINTIFF sent a written PAGA notice by USPS first-class certified mail
9 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
10 the facts and theories supporting the violations. (*See* Exh. 1.)

11 185. On April 19, 2024, PLAINTIFF submitted the PAGA notice electronically to the LWDA.

12 186. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
13 period of time following the April 19, 2024 notice. As of the date of this complaint, the LWDA
14 has provided no notice of investigation to PLAINTIFF.

15 187. Thus, PLAINTIFF can commence this civil action pursuant to *California Labor Code* section
16 2698, *et. seq.*

17 188. At all times relevant herein, *California Labor Code* sections 1182.12, 1197 and 1197.1 are and
18 were in full force and effect and are binding on DEFENDANTS.

19 189. “For any employer who employs 26 or more employees, the minimum wage shall be as follows:
20 (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents
21 (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars
22 (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars
23 (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
24 (\$13) per hour. (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars
25 (\$14) per hour. (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars
26 (\$15) per hour.” *Cal. Labor Code* § 1182.12.

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1 190. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
2 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
3 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
4 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
5 dollars (\$12) per hour. (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen
6 dollars (\$13) per hour. (E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen
7 dollars (\$14) per hour. (F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen
8 dollars (\$15) per hour.” *Id.*

9 191. “The minimum wage for employees fixed by the commission or by any applicable state or local
10 law, is the minimum wage to be paid to employees, and the payment of a lower wage than the
11 minimum so fixed is unlawful. This section does not change the applicability of local minimum
12 wage laws to any entity.” *Id.* at 1197.

13 192. “Any employer or other person acting either individually or as an officer, agent, or employee of
14 another person, who pays or causes to be paid to any employee a wage less than the minimum
15 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
16 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
17 applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

18 193. “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee is underpaid. This amount
20 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
21 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.*
22 at 1197.1(a)(1).

23 194. “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
24 for each underpaid employee for each pay period for which the employee is underpaid
25 regardless of whether the initial violation is intentionally committed. This amount shall be in
26 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
27 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.* at
28 1197.1(a)(2).

1 195. “Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
2 recovered pursuant to this section shall be paid to the affected employee.” *Id.* at 1197.1(a)(3).

3 196. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were victims of
4 DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2, 1197 and 1182.12,
5 as well as, Section 4 of the applicable IWC Wage Order during each relevant pay period, and in
6 at least one pay period.

7 197. Beginning January 1, 2016 *California Labor Code* section 558 is and was in full force and
8 effect and is binding on DEFENDANTS.

9 198. “Any employer or other person acting on behalf of an employer who violates, or causes to be
10 violated, a section of this chapter or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For
12 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
13 which the employee was underpaid in addition to an amount sufficient to recover underpaid
14 wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
15 for each pay period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages.” *Id.* at 558(a)(1)-(2).

17 199. “The civil penalties provided for in this section are in addition to any other civil . . . penalty
18 provided by law.” *Id.* at (d).

19 200. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
20 DEFENDANTS’ violations of *California Labor Code* sections 510, 512 and 226.7, as well as,
21 Section 3 of the applicable IWC Wage Order during each relevant pay period, and in at least
22 one pay period.

23 201. At all times relevant herein, *California Labor Code* sections 221, 222, and 225.5 are and were
24 in full force and effect and binding on DEFENDANTS.

25 202. “It shall be unlawful for any employer to collect or receive from an employee any part of wages
26 theretofore paid by said employer to said employee.” *Cal. Lab. Code* § 221.

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1 203. “It shall be unlawful, in case of any wage agreement arrived at through collective bargaining,
2 either willfully or unlawfully or with intent to defraud an employee, a competitor, or any other
3 person, to withhold from said employee any part of the wage agreed upon.” *Id.* at 222.

4 204. “In addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who unlawfully withholds wages due any employee in violation of
6 Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows: (a) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee.(b) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25 percent of the amount unlawfully withheld. *Id.* at 225.5.

10 205. As described herein, DEFENDANTS withheld earned wages from PLAINTIFF and all
11 AGGRIEVED EMPLOYEES.

12 206. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
13 DEFENDANTS’ violations of *California Labor Code* sections 221, 222, as well as, the
14 applicable IWC Wage Order during each relevant pay period, and in at least one pay period.

15 207. At all times relevant herein, *California Labor Code* sections 204 and 210 were and are in full
16 force and effect and binding on DEFENDANTS.

17 208. “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
18 any person in any employment are due and payable twice during each calendar month, on days
19 designated in advance by the employer as the regular paydays.” *Cal. Lab. Code* § 204.

20 209. “In addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections
22 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
23 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
24 employee. (2) For each subsequent violation, or any willful or intentional violation, two
25 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld.” *Id.* at 210.

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1 210. As set forth herein, all AGGRIEVED EMPLOYEES were victims of DEFENDANTS'
2 violations of *California Labor Code* sections 226.7 and 512, thus, 204, as well as, the applicable
3 IWC Wage Order during each relevant pay period, and in at least one pay period. Accordingly,
4 DEFENDANTS owe Section 210 civil penalties to the *State of California and any and all*
5 *AGGRIEVED EMPLOYEES* for each pay relevant period, and in at least one pay period for
6 its/their violations of *California Labor Code* sections 226.7 and 512, thus, 204.

7 211. At all times relevant herein, *California Labor Code* sections 1174 and 1174.5 are and were in
8 full force and effect and are binding on DEFENDANTS.

9 212. "Every person employing labor in this state shall: . . . Keep, at a central location in the state or
10 at the plants or establishments at which employees are employed, payroll records showing the
11 hours worked daily by and the wages paid to" *Cal. Lab. Code* § 1174(d).

12 213. "Any person employing labor who willfully fails to maintain the records required by
13 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
14 Section 1174, or to allow any member of the commission or employees of the division to
15 inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of
16 five hundred dollars (\$500)." *Id.* at 1174.5.

17 214. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
18 DEFENDANTS' violations of *California Labor Code* section 1174 as well as, the applicable
19 IWC Wage Order during each relevant pay period, and in at least one pay period.

20 215. At all times relevant herein, *California Labor Code* section 1198 is and was in full force and
21 effect and is binding on DEFENDANTS.

22 216. "The maximum hours of work and the standard conditions of labor fixed by the commission
23 shall be the maximum hours of work and the standard conditions of labor for employees. The
24 employment of any employee for longer hours than those fixed by the order or under conditions
25 of labor prohibited by the order is unlawful." *Cal. Lab. Code* § 1198.

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1 217. As set forth herein, DEFENDANTS employed PLAINTIFF and all other AGGRIEVED
2 EMPLOYEES for longer hours than those fixed by the order and/or under conditions of labor
3 prohibited by the applicable IWC Wage Order. Accordingly, DEFENDANTS' actions were
4 unlawful and in violation of *California Labor Code* section 1198 during each relevant pay
5 period, and in at least one pay period.

6 218. At all times relevant herein, *California Labor Code* section 1199 is and was in full force and
7 effect and is binding on DEFENDANTS.

8 219. "Every employer or other person acting either individually or as an officer, agent, or employee
9 of another person is . . . punishable by a fine of not less than one hundred dollars (\$100) . . .
10 who does any of the following: (a) Requires or causes any employee to work for longer hours
11 than those fixed, or under conditions of labor prohibited by an order of the commission.
12 (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order
13 of the commission. (c) Violates or refuses or neglects to comply with any provision of this
14 chapter or any order or ruling of the commission." *Id.* at 1199.

15 220. As set forth herein, DEFENDANTS required or caused PLAINTIFF and AGGRIEVED
16 EMPLOYEES to work for longer hours than those fixed, or under conditions of labor prohibited
17 by an order of the commission, DEFENDANTS paid or caused to be paid to PLAINTIFF and
18 AGGRIEVED EMPLOYEES a wage less than the minimum fixed by an order of the
19 commission, and DEFENDANTS refused or neglected to comply with provisions of this
20 chapter or any order or ruling of the commission. All DEFENDANTS' preceding actions were
21 in violation of *California Labor Code* section 1199 and took place during each relevant pay
22 period, and in at least one pay period.

23 221. At all times relevant herein, *California Labor Code* sections 2810.5 is and was in full force and
24 effect and is binding on DEFENDANTS.

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1 222. "At the time of hiring, an employer shall provide to each employee a written notice, in the
2 language the employer normally uses to communicate employment-related information to the
3 employee, containing the following information: (A) The rate or rates of pay and basis thereof,
4 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
5 any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum
6 wage, including meal or lodging allowances. (C) The regular payday designated by the
7 employer in accordance with the requirements of this code. (D) The name of the employer,
8 including any "doing business as" names used by the employer. (E) The physical address of the
9 employer's main office or principal place of business, and a mailing address, if different.
10 (F) The telephone number of the employer. (G) The name, address, and telephone number of the
11 employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use
12 sick leave; has a right to request and use accrued paid sick leave; may not be terminated or
13 retaliated against for using or requesting the use of accrued paid sick leave; and has the right to
14 file a complaint against an employer who retaliates." *Cal. Lab. Code* § 2810.5(a)(1)(A)-(H).

15 223. "An employer shall notify his or her employees in writing of any changes to the information set
16 forth in the notice within seven calendar days after the time of the changes, unless one of the
17 following applies: (1) All changes are reflected on a timely wage statement furnished in
18 accordance with Section 226. (2) Notice of all changes is provided in another writing required
19 by law within seven days of the changes." *Id.* at (b)(1)-(2).

20 224. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
21 DEFENDANTS' violations of *California Labor Code* section 2810.5 during each relevant pay
22 period, and in at least one pay period.

23 225. At all times relevant herein, *California Labor Code* sections 207, 246 and 247 were and are in
24 full force and effect and binding on DEFENDANTS.

25 226. "Every employer shall keep posted conspicuously at the place of work, if practicable, or
26 otherwise where it can be seen as employees come or go to their places of work, or at the office
27 or nearest agency for payment kept by the employer, a notice specifying the regular pay days
28 and the time and place of payment, in accordance with this article." *Cal. Lab. Code* § 207.

1 227. “An employee who, on or after July 1, 2015, works in California for the same employer for 30
2 or more days within a year from the commencement of employment is entitled to paid sick days
3 as specified in this section.” *Id.* at 246(a)(1).

4 228. “An employee shall accrue paid sick days at the rate of not less than one hour per every 30
5 hours worked, beginning at the commencement of employment or the operative date of this
6 article, whichever is later, subject to the use and accrual limitations set forth in this section.” *Id.*
7 at (b)(1). “An employee shall be entitled to use accrued paid sick days beginning on the 90th
8 day of employment, after which day the employee may use paid sick days as they are accrued.”
9 *Id.* at (c).

10 229. “Accrued paid sick days shall carry over to the following year of employment. However, an
11 employer may limit an employee's use of accrued paid sick days to 24 hours or three days in
12 each year of employment, calendar year, or 12-month period. This section shall be satisfied and
13 no accrual or carryover is required if the full amount of leave is received at the beginning of
14 each year of employment, calendar year, or 12-month period. The term ‘full amount of leave’
15 means three days or 24 hours. An employer shall provide an employee with written notice that
16 sets forth the amount of paid sick leave available, or paid time off leave an employer provides in
17 lieu of sick leave, for use on either the employee's itemized wage statement described in
18 Section 226 or in a separate writing provided on the designated pay date with the employee's
19 payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off
20 to an employee, the employer may satisfy this section by indicating on the notice or the
21 employee's itemized wage statement ‘unlimited.’ The penalties described in this article for a
22 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
23 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
24 Commission only on and after January 21, 2016.” *Id.* at (i).

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1 230. “(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the
2 following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the
3 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
4 time, whether or not the employee actually works overtime in that workweek. (2) Paid sick
5 time for nonexempt employees shall be calculated by dividing the employee's total wages, not
6 including overtime premium pay, by the employee's total hours worked in the full pay periods
7 of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be
8 calculated in the same manner as the employer calculates wages for other forms of paid leave
9 time.” *Id.* at (l)(1)-(3).

10 231. “(a) In each workplace of the employer, the employer shall display a poster in a conspicuous
11 place containing all the information specified in subdivision (b). The Labor Commissioner shall
12 create a poster containing this information and make it available to employers. (b) The poster
13 shall state all of the following: (1) An employee is entitled to accrue, request, and use paid sick
14 days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick
15 days.” *Id.* at 247(a)-(b)(1)-(3).

16 232. “An employer who willfully violates the posting requirements of this section is subject to a civil
17 penalty of not more than one hundred dollars (\$100) per each offense.” *Id.* at (c).

18 233. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
19 DEFENDANTS’ violations of *California Labor Code* sections 207, 246 and 247 during each
20 relevant pay period, and in at least one pay period.

21 **DEFENDANT HOP’S CIVIL PENALTIES**

22 234. As detailed herein, PLAINTIFF and any and all AGGRIEVED EMPLOYEES were victims of
23 DEFENDANT HOP’s violations of the following *California Labor Code* sections: 1194;
24 1194.2; 510; 512; 226.7; 221; 222; 226; 201; 202; 203; 208; 2810.5; 207; 246 and 247, as well
25 as, Sections 3, 4, 7, 9, 11 and 12 of the applicable IWC Wage Order.

26 235. Based on the just-listed violations, DEFENDANT HOP also violated the following *California*
27 *Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; 1174; and 558.1, as well as, the
28 applicable IWC Wage Order.

236. Based on all DEFENDANT HOP's herein-detailed violations, DEFENDANT HOP owes PLAINTIFF, and the State of California civil penalties pursuant to the following *California Labor Code* sections: 1197.1; 558; 1174.5; 247 and 2699(f)(1)-(2).

237. Based on all DEFENDANT HOP's herein-detailed violations, DEFENDANT HOP owes the AGGRIEVED EMPLOYEES, and the State of California civil penalties pursuant to the following *California Labor Code* sections: 1197.1; 558; 210 (based on DEFENDANTS' violations of Sections 512 and 226.7); 1174.5; and 2699(f)(1)-(2).

INDIVIDUAL DEFENDANTS' CIVIL PENALTIES

238. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

239. Beginning January 1, 2016 *California Labor Code* section 558.1 is and was in full force and effect and is binding on INDIVIDUAL DEFENDANTS. And at all times relevant herein, *California Labor Code* section 1197.1 is and was in full force and effect and is binding on INDIVIDUAL DEFENDANTS.

240. "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal. Lab. Code* § 558.1(a). "Nothing in this section shall be construed to limit the definition of employer under existing law." *Id.* at 558.1(c).

241. "For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code." *Id.* at (b).

242. "Nothing in this section shall be construed to limit the definition of employer under existing law." *Id.* at (c).

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1 243. “Any employer or other person acting either individually or as an officer, agent, or employee of
2 another person, who pays or causes to be paid to any employee a wage less than the minimum
3 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
4 civil penalty” *Id.* at 1197.1(a). “For any initial violation that is intentionally committed,
5 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee is underpaid. *Id.* at (a)(1).

7 244. As detailed herein, INDIVIDUAL DEFENDANTS violate/d, and/or cause/d to be violated the
8 provision regulating minimum wages or hours and days of work in the applicable IWC Wage
9 Order and *California Labor Code* sections 203, 226, 226.7, 1194, 510, and 512. PLAINTIFF
10 and all other AGGRIEVED EMPLOYEES were victim of the just-listed violations in all pay
11 periods and in at least one pay period.

12 245. Based on the just-listed violations, INDIVIDUAL DEFENDANTS also violated the following
13 *California Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; 1174; and 558.1, as well as,
14 the applicable IWC Wage Order.

15 246. Based on all INDIVIDUAL DEFENDANTS herein-detailed violations, INDIVIDUAL
16 DEFENDANTS owe PLAINTIFF, and the State of California civil penalties pursuant to the
17 following *California Labor Code* sections: 1197.1; 558; 1174.5; and 2699(f)(1)-(2).

18 247. Based on all DEFENDANT CLEAVER’s (or INDIVIDUAL DEFENDANTS) herein-detailed
19 violations, DEFENDANT CLEAVER (or INDIVIDUAL DEFENDANTS) owe the
20 AGGRIEVED EMPLOYEES, and State of California civil penalties pursuant to the following
21 *California Labor Code* sections: 1197.1; 558; 210 (based on DEFENDANTS’ violations of
22 Sections 512 and 226.7); 1174.5; and 2699(f)(1)-(2).

23 248. PLAINTIFF prays that the Court award all civil penalties for PLAINTIFF, all AGGRIEVED
24 EMPLOYEES and the State of California, as well as, reasonable attorney’s/s’ fees and costs
25 incurred in this action, and any filing fee paid in this action based on DEFENDANTS’ herein-
26 detailed violations of the *California Labor Code* and the applicable IWC Wage Order.

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PRAYERS FOR RELIEF

WHEREFORE, Plaintiff JACKY NOEMY ESTRADA prays for judgment for Plaintiff JACKY NOEMY ESTRADA against Defendant HOUSE OF PIES, INC., Defendant VIROJ P. WATANA, Defendant NOI PAIJI and DOES 1 through 25:

1. All actual, consequential and incidental financial losses, unpaid wages, unpaid liquidated damages, unpaid statutory penalties, all relief allowed under the *California Labor Code*, restitution and all recoverable special damages, together with pre-judgment interest in an amount according to proof, but not less than \$100,000.00;
2. Additional compensatory and/or general damages according to proof;
3. Reasonable attorney's/s' fees, and costs of suit, according to proof, but not less than \$100,000.00;
4. Post-judgment interest pursuant to any applicable provision of law according to proof;
5. Any and all costs and fees incurred as a result of this action according to proof;
6. Injunctive relief; and
7. Any additional, further relief as the Court deems proper.

WHEREFORE, Plaintiff JACKY NOEMY ESTRADA, prays for judgment for (1) Plaintiff JACKY NOEMY ESTRADA as an AGGRIEVED EMPLOYEE, (2) all AGGRIEVED EMPLOYEES and (2) the State of California against Defendant HOUSE OF PIES, INC., Defendant VIROJ P. WATANA, Defendant NOI PAIJI and DOES 1 through 25 as follows:

1. All civil penalties and relief allowed under the *California Labor Code* according to proof but not less than \$5,000,000.00;
2. Reasonable attorney's/s' fees, and costs of suit, according to proof, but not less than \$2,500,000.00;
3. Post-judgment interest pursuant to any applicable provision of law according to proof;
4. Any and all costs and fees incurred as a result of this action according to proof; and

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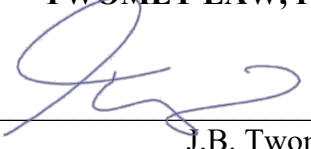
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1 5. Any additional, further relief as the Court deems proper.

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3 Dated: December 2, 2024

TWOMEY LAW, P.C.

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5 BY: _____


J.B. Twomey
Attorney for Plaintiff,
JACKY NOEMY ESTRADA

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9 **DEMAND FOR JURY TRIAL**

10 JACKY NOEMY ESTRADA hereby demands a trial by jury for all causes of action set
11 forth herein that are entitled to a trial by jury.

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13 Dated: December 2, 2024

TWOMEY LAW, P.C.

14
15 BY: _____

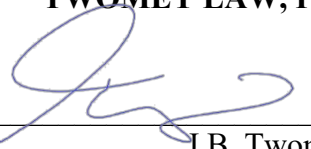

J.B. Twomey
Attorney for Plaintiff,
JACKY NOEMY ESTRADA

EXHIBIT 1

[illegible]

Fax: 818.937.6897

INDIVIDUAL DEFENDANTS controls all CORPORATE DEFENDANTS' policies, procedures and conditions of employment, including those for wages and hours, under which PLAINTIFF and any and all of DEFENDANTS' current and former non-exempt California employees were/are employed and paid.

Hereinafter, any and all of DEFENDANTS' current and former non-exempt California employees, including PLAINTIFF, working at, for, or out of any and all of DEFENDANTS' California locations are collectively referred to as "AGGRIEVED EMPLOYEES."

PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS have and are violating, and/or is/are causing violations (and/or owe civil penalties pursuant to) the following *California Labor Code* sections: 2810.5; 207; 1197; 1182.12; 1194; 1194.2; 1197.1; 510; 204.3; 512; 558; 226.7; 221; 222; 225.5; 1198; 1199; 204; 210; 226; 226.3; 247.5; 1174; 1174.5; 226(c); 1198.5; 246; 247; 201; 202; 203; 208; 558.1; and 2699(f)(2).

Similarly, DEFENDANTS have and are violating, and/or is/are causing violations of IWC Wage Order Number 5-2001 (codified in *California Code of Regulations* tit. 8 Section 11050), *i.e.*, the applicable IWC Wage Order based on DEFENDANTS' business industry. Reference to the "applicable IWC Wage Order" is also reference to the applicable Section found in *California Code of Regulations* tit. 8 Section 11050 and vice versa. Accordingly, DEFENDANTS owe(s), *inter alia*, civil penalties under the PAGA.

PLAINTIFF implores California's Labor and Workforce Development Agency (hereinafter referred to as "LWDA") to investigate DEFENDANTS' herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order, as well as, any others that may exist, as those violations pertain to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

PLAINTIFF is informed and believes and based thereupon alleges that at all relevant times herein mentioned each DEFENDANTS and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, co-employer, integrated enterprise and/or joint venturer or occupied other relationships with each of the other named DEFENDANTS and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS has/have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

"Since 1969, [CORPORATE DEFENDANTS] has been satisfying the appetites of customers in and around Los Angeles, Calif. Family owned and operated, we are known by people around the area for our delicious menu and fantastic atmosphere. Customers have been returning to our coffeeshop for more than four decades, not just because of our delicious pies, but also for our excellence in customer service." (<http://houseofpiesla.com/about.>) PLAINTIFF was hired by DEFENDANTS on or around September 1, 2022 as a server. Upon PLAINTIFF's hiring,

DEFENDANTS failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information.

Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. In fact, DEFENDANTS never furnished PLAINTIFF and any and all AGGRIEVED EMPLOYEES with itemized wage statements, or at best, any statements that were furnished were inaccurate as discussed in detail below.

Despite paying PLAINTIFF and all AGGRIEVED EMPLOYEES bi-weekly, DEFENDANTS failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFF and all AGGRIEVED EMPLOYEES, a notice specifying its/their regular pay days and the time and place of payment to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

During all times relevant, DEFENDANTS have and are engaging in wage theft by reducing/withholding/failing to pay minimum and overtime wages earned and owing from/to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

The first example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS requiring PLAINTIFF and any and all AGGRIEVED EMPLOYEES to perform off-the-clock work for which they were/are not paid. This wage theft was the result of DEFENDANTS' company-wide policies and practices of understaffing all shifts, and having no coverage for the dining tables/dining parties of any server "taking" a meal period. Because of this, PLAINTIFF and any and all AGGRIEVED EMPLOYEES performing server duties would rush to the back, eat what they could, and return to the floor to make certain their guests were receiving the required attention as any complaints by a party/table about the whereabouts of their server could/would/did result in disciplinary action against that server. Despite the preceding, DEFENDANTS required PLAINTIFF and any and all AGGRIEVED EMPLOYEES to clock out for not less than thirty (30) minutes during any given shift. PLAINTIFF would clock out as required, set a thirty (30) minute alarm on her phone, eat what she could and then go right back to work. When PLAINTIFF's alarm went off, she would clock back in. PLAINTIFF's best estimate of actual meal period time she received during any given workday was ten (10) minutes, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then minimum wage for no less than twenty (20) minutes each day she worked. Moreover, no less than once per pay period PLAINTIFF's alarm would go off, but she was too busy to clock back in, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then

minimum wage for no less than an additional 10 to 15 minutes each pay period she worked. PLAINTIFF is informed, believes and was in witness of, DEFENDANTS requiring any and all AGGRIEVED EMPLOYEES, including DEFENDANTS' bussers and cooks (as DEFENDANTS' restaurant was at all times busy, but understaffed) to also perform this type of off the clock work, thus, failing to pay any and all AGGRIEVED EMPLOYEES California's minimum wage during each and every pay period they work/ed. When DEFENDANTS fail/ed to pay PLAINTIFF and any and all AGGRIEVED EMPLOYEES it also fail/ed to pay them the liquidated damages due and owing.

DEFENDANTS' above-detailed company-wide policies and practices not only results/ed in unpaid minimum wages, but also in DEFENDANTS failing to make lawful meal periods available to PLAINTIFF and any and all AGGRIEVED EMPLOYEES during each and every pay period they work/ed. In short, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide meal periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. DEFENDANTS' company-wide policy and practice regarding rest periods was identical; more specifically, non-existent; meaning, there was no such thing as a "rest period" while employed by DEFENDANTS. Thus, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide rest periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. Despite DEFENDANTS' unlawful meal and rest period policies, DEFENDANTS never paid PLAINTIFF and any and all AGGRIEVED EMPLOYEES a meal or rest period premium.

The second example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS' company-wide policy and practice of simply ignoring various time/hours worked by PLAINTIFF and any and all AGGRIEVED EMPLOYEES that were eligible for time and one-half overtime pay, instead paying them their regular rate of pay for that time/those hours. For example, during the pay period ending April 23, 2023, PLAINTIFF's timekeeping records evidence her working 8.5 hours on April 22, 2023. However, PLAINTIFF's wage statement furnished for this pay period evidences DEFENDANTS failing to pay PLAINTIFF any overtime wages. PLAINTIFF is informed, and believes and thereon alleges, that any and all AGGRIEVED EMPLOYEES were/are also subjected to DEFENDANTS' just-described violation of California's overtime laws. For example, DEFENDANTS' company-wide policy and practice of simply ignoring overtime worked, thus, failing to pay lawful overtime wages to its employees hits full-stride during the Thanksgiving season when according to, "Noi Paiji, manager of House of Pies in Los Feliz, [] the team will make upwards of 7,000 pies this week. The ovens have been running 24 hours a day since Sunday, and she says the kitchen staff is making more than a dozen flavors." (*For LA's pie bakers, Thanksgiving is their Super Bowl*, KCRW, Megan Jamerson, November 22, 2023 (<https://www.kcrw.com/news/shows/greater-la/thanksgiving/pie>)). "Customers' needs for pie is also a financial boost for the biggest pie purveyors." (*Id.*) DEFENDANTS get a pie boost, alongside a boost from stealing wages from its/their employees by paying them their regular rate of pay instead of one and one-half times or double their regular rate.

The third example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS' company-wide policy and practice of requiring certain of its employees to work time/hours/shifts using other of DEFENDANTS' employee's credentials; meaning, one employee would clock in and work as if he/she were the other employee. DEFENDANTS institute/d this policy and practice specifically to avoid having to pay overtime wages to employees whose time-worked during a given workweek had already, or would during a shift, eclipse the 40 hour mark, thus, requiring DEFENDANTS to pay him/her time and one-half his/her regular rate of pay. PLAINTIFF is informed, and believes and thereon alleges, that many of DEFENDANT' employees were/are also subjected to DEFENDANTS' just-described violation of California's overtime laws.

As a result of DEFENDANTS' ongoing, company-wide policy and practice of willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime wages, as well as, meal and rest premium wages earned, DEFENDANTS also willfully fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after PLAINTIFF's termination. Specifically, DEFENDANTS paid PLAINTIFF two to three days following her termination, then on the fourth day after termination, cancelled the initial check, and issued a different check. This final check failed to account for all the herein-detailed unpaid wages, thus, DEFENDANTS willfully failed to pay PLAINTIFF all wages she earned and that were owing at the time and place of her termination. DEFENDANTS also fail to all wages earned and owing within the statutorily required time at/following any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment.

Also resulting from DEFENDANTS' ongoing, company-wide policy and practice of willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime wages, as well as, meal and rest premium wages earned, DEFENDANTS failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. The wage statements that DEFENDANTS furnish to PLAINTIFF and any and all AGGRIEVED EMPLOYEES fail to accurately show (a) the number of hours worked by all employees and the rate associated with those hours, (b) the gross and net wages earned by all employees, (c) the amount of paid sick leave available to each employee, and (d) DEFENDANTS' true address.

Similarly, and necessary to conceal DEFENDANTS' herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. And DEFENDANTS failed to provide PLAINTIFF and all AGGRIEVED EMPLOYEES sick days, thus, even if there was an accrual of sick days they were not entitled to use the sick time according to California law. Instead, DEFENDANTS' policies and procedures surrounding the use of any sick time required PLAINTIFF and all AGGRIEVED EMPLOYEES be clairvoyant; specifically, they needed to give DEFENDANTS two (2) week notice of any illness requiring the use of sick time. Additionally, DEFENDANTS never provide/d PLAINTIFF and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days.

All the herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANTS who institute and control all CORPORATE DEFENDANTS' policies, procedures and conditions of employment, including those for wages and hours, under which PLAINTIFF and any and all AGGRIEVED EMPLOYEES were/are employed and paid.

PLAINTIFF sent DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same USPS first class certified envelope containing this notice. PLAINTIFF does not believe DEFENDANTS will produce or give PLAINTIFF access to the requested records within the statutorily required time, if at all.

PLAINTIFF is informed and believes and thereon alleges that any and all other current and former non-exempt California employees of DEFENDANTS, including non-exempt employees

other than those in PLAINTIFF's specific department, or specific location, *i.e.*, any and all AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order during each and every pay period they work/ed during no less than one (1) year back from the date of this notice, and will be further subjected to said violations, up to and including each and every present day until citations are issued by the LWDA, or a Court enters judgment.

DEFENDANTS' VIOLATIONS

I. DEFENDANTS' Violations of California Labor Code Section 2810.5.

a. California Labor Code Section 2810.5.

At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any "doing business as" names used by the employer. (E) The physical address of the employer's main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Cal. Lab. Code § 2810.5(a)(1)(A)-(H).

Moreover,

An employer shall notify his or her employees in writing of any changes to the information set forth in the notice within seven calendar days after the time of the changes, unless one of the following applies: (1) All changes are reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all changes is provided in another writing required by law within seven days of the changes.

Id. at (b)(1)-(2).

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b. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Section 2810.5.

Upon PLAINTIFF's hiring, DEFENDANTS failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. In fact, DEFENDANTS never furnished PLAINTIFF and any and all AGGRIEVED EMPLOYEES with itemized wage statements, or at best, any statements that were furnished were inaccurate as discussed in detail below. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 2810.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2810.5.

II. DEFENDANTS' Violations of *California Labor Code* Section 207.

a. *California Labor Code* Section 207.

Every employer shall keep posted conspicuously at the place of work, if practicable, or otherwise where it can be seen as employees come or go to their places of work, or at the office or nearest agency for payment kept by the employer, a notice specifying the regular pay days and the time and place of payment, in accordance with this article.

Cal. Lab. Code § 207.

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 207.

Despite paying PLAINTIFF and all AGGRIEVED EMPLOYEES on a bi-weekly basis, DEFENDANTS failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFF and all AGGRIEVED EMPLOYEES, a notice specifying its/their regular pay days and the time and place of payment to PLAINTIFF and all AGGRIEVED EMPLOYEES. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 207. The LWDA should investigate these violations as applying to PLAINTIFF and any and

all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 207.

III. DEFENDANTS' Violations of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Id. at 1182.12.

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Id. at 1194(a).

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Id. at 1194.2(a).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty,

restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

During all times relevant, DEFENDANTS have and are engaging in wage theft by reducing/withholding/failing to pay minimum and overtime wages earned and owing from/to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The first example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS requiring PLAINTIFF and any and all AGGRIEVED EMPLOYEES to perform off-the-clock work for which they were/are not paid. This wage theft was the result of DEFENDANTS' company-wide policies and practices of understaffing all shifts, and having no coverage for the dining tables/dining parties of any server "taking" a meal period. Because of this, PLAINTIFF and any and all AGGRIEVED EMPLOYEES performing server duties would rush to the back, eat what they could, and return to the floor to make certain their guests were receiving the required attention as any complaints by a party/table about the whereabouts of their server could/would/did result in disciplinary action against that server. Despite the preceding, DEFENDANTS required PLAINTIFF and any and all AGGRIEVED EMPLOYEES to clock out for not less than thirty (30) minutes during any given shift. PLAINTIFF would clock out as required, set a thirty (30) minute alarm on her phone, eat what she could and then go right back to work. When PLAINTIFF's alarm went off, she would clock back in. PLAINTIFF's best estimate of actual meal period time she received during any given workday was ten (10) minutes, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then minimum wage for no less than twenty (20) minutes each day she worked. Moreover, no less than once per pay period PLAINTIFF's alarm would go off, but she was too busy to clock back in, thus, resulting in DEFENDANTS failing to pay PLAINTIFF California's then minimum wage for no less than an additional 10 to 15 minutes each pay period she worked. PLAINTIFF is informed, believes and was in witness of, DEFENDANTS requiring any and all AGGRIEVED EMPLOYEES, including DEFENDANTS' bussers and cooks (as DEFENDANTS' restaurant was at all times busy, but understaffed) to also perform this type of off the clock work, thus, failing to pay any and all AGGRIEVED EMPLOYEES California's minimum wage during each and every pay period they work/ed. When DEFENDANTS fail/ed to pay PLAINTIFF and any and all AGGRIEVED EMPLOYEES it also fail/ed to pay them the liquidated damages due and owing. Accordingly, DEFENDANTS were and are in violation of

California Labor Code Sections 1197, 1182.12, 1194, 1194.2 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

IV. DEFENDANTS' Violations of California Labor Code Section 510.

a. California Labor Code Section 510.

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

Cal. Labor Code § 510; see also *Cal. Code Regs.* tit. 8 § 11050(3)(A)(a)(1).

b. Facts and Theories Supporting DEFENDANTS' Violations of California Labor Code Section 510.

During all times relevant, DEFENDANTS have and are engaging in wage theft by reducing/withholding/failing to pay minimum and overtime wages earned and owing from/to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The second example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS' company-wide policy and practice of simply ignoring various time/hours worked by PLAINTIFF and any and all AGGRIEVED EMPLOYEES that were eligible for time and one-half overtime pay, instead paying them their regular rate of pay for that time/those hours. For example, during the pay period ending April 23, 2023, PLAINTIFF's timekeeping records evidence her working 8.5 hours on April 22, 2023. However, PLAINTIFF's wage statement furnished for this pay period evidences DEFENDANTS failing to pay PLAINTIFF any overtime wages. PLAINTIFF is informed, and believes and thereon alleges, that any and all AGGRIEVED EMPLOYEES were/are also subjected to DEFENDANTS' just-described violation of California's overtime laws. For example, DEFENDANTS' company-wide policy and practice of simply ignoring overtime worked, thus, failing to pay lawful overtime wages to its employees hits full-stride during the Thanksgiving season when according to, "Noi Paiji, manager of House of Pies in Los Feliz, [] the team will make upwards of 7,000 pies this week. The ovens have been running 24 hours a day since Sunday, and she says the kitchen staff is making more than a dozen flavors." (*For LA's pie bakers, Thanksgiving is their Super Bowl*, KCRW, Megan Jamerson, November 22, 2023 (<https://www.kcrw.com/news/shows/greater-la/thanksgiving/pie>).) "Customers' needs for pie is also a financial boost for the biggest pie purveyors." (*Id.*) DEFENDANTS get a pie boost, alongside a boost from stealing wages from its/their employees by paying them their regular rate of pay instead of one and one-half times or double their regular rate. The third example of DEFENDANTS' wage theft was/is, during all times relevant, DEFENDANTS' company-wide policy and practice of requiring certain of its employees to work time/hours/shifts using other of DEFENDANTS' employee's credentials; meaning, one employee would clock in and work as if he/she were the other employee. DEFENDANTS institute/d this policy and practice specifically to avoid having to pay overtime wages to employees whose time-worked during a given workweek had already, or would during a shift, eclipse the 40 hour mark, thus, requiring

DEFENDANTS to pay him/her time and one-half his/her regular rate of pay. PLAINTIFF is informed, and believes and thereon alleges, that many of DEFENDANTS' employees were/are also subjected to DEFENDANTS' just-described violation of California's overtime laws. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 510 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 510.

V. DEFENDANTS' Violations of California Labor Code Sections 512 and 226.7.

a. California Labor Code Section 512.

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Cal. Lab. Code § 512(a); *see also Cal. Code Regs.* tit. 8 § 11050(11)(A)-(C).

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Id. at 226.7(c); *see also Cal. Code Regs.* tit. 8 § 11050(11)(D).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Sections 512 and 226.7.

DEFENDANTS' herein-detailed company-wide policies and practices not only results/ed in unpaid minimum wages, but also in DEFENDANTS failing to make lawful meal periods available to PLAINTIFF and any and all AGGRIEVED EMPLOYEES during each and every pay period they work/ed. In short, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide meal periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 512 and 226.7 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 512, 204.3 and 226.7.

VI. DEFENDANTS' Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

a. *California Labor Code* Section 558.

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Cal. Lab. Code § 558(a)(1)-(2) (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

As set forth herein, during all relevant pay periods, DEFENDANTS *California Labor Code* Sections 510 and 512, as well as, the provision regulating hours and days of work in the applicable IWC Wage Order. Accordingly, DEFENDANTS owe PLAINTIFF and any and all AGGRIEVED EMPLOYEES civil penalties pursuant to *California Labor Code* Section 558. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

VII. DEFENDANTS' Violations of *California Labor Code* Section 226.7.

a. *California Labor Code* Section 226.7.

An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

Cal. Lab. Code § 226.7(b); see also *Cal. Code Regs.* tit. 8 § 11050(12)(A)-(B). Pursuant to the *California Labor Code* and the applicable IWC Wage Order, employees are entitled to an uninterrupted rest period of not less than ten (10) minutes per four (4) hours or major fraction thereof. *Id.* “[I]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” *Id.*

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 226.7.

DEFENDANTS' company-wide policy and practice regarding rest periods was identical to its/their meal period policy and practice; more specifically, non-existent; meaning, there was no such thing as a "rest period" while employed by DEFENDANTS. Thus, DEFENDANTS' company-wide policy and practice was/is that it did/does not provide rest periods to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. Despite DEFENDANTS' unlawful meal and rest period policies, DEFENDANTS never paid PLAINTIFF and any and all AGGRIEVED EMPLOYEES a meal or rest period premium. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 226.7 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226.7.

VIII. DEFENDANTS' Violations of *California Labor Code* Sections 221 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

a. *California Labor Code* Section 221, 223 and 225.5.

"It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Section 221 specifies that it is unlawful for an employer to collect or receive any part of wages already paid to an employee. The law, though, does allow for an employee to volunteer repayment of overpaid wages. The employee must agree to this via a written authorization. *Cal. Lab. Code* § 221. "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract." *Id.* at 223.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 225.5.

b. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Sections 221 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

As set forth herein, DEFENDANTS intentionally withheld portions of PLAINTIFF and any and all AGGRIEVED EMPLOYEES' wages earned. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 221 and 223, and is, thus, liable for civil penalties pursuant to Section 225.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor*

Code Section 2699.3 applies to *California Labor Code* Sections 221, 222 and 223, and subdivision (c) applies to 225.5.

IX. DEFENDANTS' Violations of California Labor Code Section 1198.

a. California Labor Code Section 1198.

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” *Cal. Labor Code* § 1198.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1198.

As set forth herein, during all relevant pay periods, DEFENDANTS continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11050(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1198. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

X. DEFENDANTS' Violations of California Labor Code Section 1199.

a. California Labor Code Section 1199.

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Cal. Labor Code § 1199 (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1199.

As set forth herein, during all times relevant, DEFENDANTS continuously required or caused PLAINTIFF and any and all AGGRIEVED EMPLOYEES to (1) work for longer hours than those fixed by an order of the commission, (2) under conditions of labor prohibited by an order of the commission, and (3) to be paid a wage less than the minimum fixed by an order of the commission. Moreover, during all times relevant, DEFENDANTS continuously violates, refuses

and neglects to comply with provisions of this chapter of the *California Labor Code* and orders and rulings of the commission as evidenced by its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11050(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1199 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

XI. DEFENDANTS' Violations of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. California Labor Code Sections 204 and 210.

"All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 210.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

As set forth herein, DEFENDANTS at all times failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their lawful wages twice during each calendar month that were due and owing because of DEFENDANTS' violations of *California Labor Code* Sections 1197, 1182.12, 1194, 510, 221, 223 and *Cal. Code Regs.* tit. 8 Section 11050(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 204 and is, thus, liable for civil penalties pursuant to Section 210. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

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XII. DEFENDANTS' Violations of California Labor Code Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

a. California Labor Code Section 226, 226.3 and 2699(f)(2).

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a); see also Cal. Code Regs. tit. 8 § 11050(7)(B).

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

Id. at 226.3.

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Cal. Lab. Code* § 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS’ Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

Resulting from DEFENDANTS’ ongoing, company-wide policy and practice of willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime wages, as well as, meal and rest premium wages earned, DEFENDANTS failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. The wage statements that DEFENDANTS furnish to PLAINTIFF and any and all AGGRIEVED EMPLOYEES fail to accurately show (a) the number of hours worked by all employees and the rate associated with those hours, (b) the gross and net wages earned by all employees, (c) the amount of paid sick leave available to each employee, and (d) DEFENDANTS’ true address. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 226 and the applicable IWC Wage Order, and is, thus, liable for civil penalties pursuant to Section 226.3, or 2699(f)(2). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226 and subdivision (c) applies to 226.3.

XIII. DEFENDANTS’ Violations of *California Labor Code* Section 247.5.

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Cal. Lab. Code § 247.5; *see also Cal. Code Regs.* tit. 8 § 11050(7)(A)-(C).

a. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Section 247.5.

Necessary to conceal DEFENDANTS’ herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES’ hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. And DEFENDANTS failed to provide PLAINTIFF and all AGGRIEVED EMPLOYEES sick days, thus, even if there was an accrual of sick days they were not entitled to use the sick time according to California law. Instead, DEFENDANTS’ policies and procedures surrounding the use of any sick time required PLAINTIFF and all AGGRIEVED EMPLOYEES be clairvoyant; specifically, they needed to give DEFENDANTS two (2) week notice of any illness requiring the use of sick time. Additionally, DEFENDANTS never provide/d PLAINTIFF and/or all AGGRIEVED EMPLOYEES

with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 247.5 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 247.5.

XIV. DEFENDANTS' Violations of California Labor Code Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

a. California Labor Code Sections 1174 and 1174.5.

“Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . .” *Cal. Lab. Code* § 1174(d). (emphasis added).

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Id. at 1174.5.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

Necessary to conceal DEFENDANTS' herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. And DEFENDANTS failed to provide PLAINTIFF and all AGGRIEVED EMPLOYEES sick days, thus, even if there was an accrual of sick days they were not entitled to use the sick time according to California law. Instead, DEFENDANTS' policies and procedures surrounding the use of any sick time required PLAINTIFF and all AGGRIEVED EMPLOYEES be clairvoyant; specifically, they needed to give DEFENDANTS two (2) week notice of any illness requiring the use of sick time. Additionally, DEFENDANTS never provide/d PLAINTIFF and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1174 and the applicable IWC Wage Order and is, thus, liable for civil penalties pursuant to Section 1174.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174.5.

XI. DEFENDANTS' Violations of California Labor Code Sections 226(c), 247.5 and 1198.5.

a. California Labor Code Sections 226(c), 247.5 and 1198.5.

“An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” *Cal. Lab. Code* § 226(b). “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” *Id.* at (c).

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226.

California Labor Code section 1198.5, subdivision (b) mandates that an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section “shall” comply with the request within 30 days. *Id.* at 1198.5(b).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Sections 226(c), 247.5 and 1198.5.

PLAINTIFF sent DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same USPS first class certified envelope containing this notice. PLAINTIFF does not believe DEFENDANTS will produce or give PLAINTIFF access to the requested records within the statutorily required time, if at all. Accordingly, PLAINTIFF believes DEFENDANTS will be in violation of *California Labor Code* Sections 226, 247.5, 1198.5 and the applicable IWC Wage Order by the time his/her civil complaint is ripe for filing. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 247.5 and 1198.5.

XV. DEFENDANTS' Violations of California Labor Code Sections 246, Thus, Liability for Penalties Pursuant to Section 247.

a. California Labor Code Sections 246 and 247.

“An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” *Cal. Lab. Code* § 246(a)(1).

“An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.” *Id.* at (b)(1).

“An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.” *Id.* at (c).

Accrued paid sick days shall carry over to the following year of employment. However, an employer may limit an employee's use of accrued paid sick days to 24 hours or three days in each year of employment, calendar year, or 12-month period. This section shall be satisfied and no accrual or carryover is required if the full amount of leave is received at the beginning of each year of employment, calendar year, or 12-month period. The term "full amount of leave" means three days or 24 hours.

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

Id. at (i).

(1) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

Id. at (1)(1)-(3).

(a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision (b). The Labor Commissioner shall create a poster containing this information and make it available to employers. (b) The poster shall state all of the following: (1) An employee is entitled to accrue, request, and use paid sick days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick days.

Id. at 247(a)-(b)(1)-(3).

“That retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an employee has the right under this article to file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.” *Id.* at (b)(4).

“An employer who willfully violates the posting requirements of this section is subject to a civil penalty of not more than one hundred dollars (\$100) per each offense.” *Id.* at (c).

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Section 246, Thus, Liability for Penalties Pursuant to Section 247.

Necessary to conceal DEFENDANTS’ herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES’ hours worked, paid sick days accrued, wages earned/paid and gratuities earned/paid. And DEFENDANTS failed to provide PLAINTIFF and all AGGRIEVED EMPLOYEES sick days, thus, even if there was an accrual of sick days they were not entitled to use the sick time according to California law. Instead, DEFENDANTS’ policies and procedures surrounding the use of any sick time required PLAINTIFF and all AGGRIEVED EMPLOYEES be clairvoyant; specifically, they needed to give DEFENDANTS two (2) week notice of any illness requiring the use of sick time. Additionally, DEFENDANTS never provide/d PLAINTIFF and/or all AGGRIEVED EMPLOYEES with written notice setting forth the amount of paid sick leave available to them, and never kept record of the sick days accrued/used. And DEFENDANTS failed to display a poster in a conspicuous place containing all information regarding sick days. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 246 and is, thus, liable for civil penalties pursuant to Section 247. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 246 and 247.

XII. DEFENDANTS’ Violations of *California Labor Code* Sections 201, 202, 203 and 208.

a. *California Labor Code* Sections 201, 202, 203 and 208.

“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” *Cal. Lab. Code* § 201(a).

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Id. at 202(a).

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Id. at 203(a).

“Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.” *Id.* at 208.

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Sections 201, 202, 203 and 208.

As a result of DEFENDANTS’ ongoing, company-wide policy and practice of willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all minimum and overtime wages, as well as, meal and rest premium wages earned, DEFENDANTS also willfully fails/ed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after PLAINTIFF’s termination. Specifically, DEFENDANTS paid PLAINTIFF two to three days following her termination, then on the fourth day after termination, cancelled the initial check, and issued a different check. This final check failed to account for all the herein-detailed unpaid wages, thus, DEFENDANTS willfully failed to pay PLAINTIFF all wages she earned and that were owing at the time and place of her termination. DEFENDANTS also fail to all wages earned and owing within the statutorily required time at/following any one of the AGGRIEVED EMPLOYEES’ resignation, or termination from employment. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 201, 202, 203 and 208. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XIII. DEFENDANTS’ Liability Pursuant to *California Labor Code* Section 558.1.

a. *California Labor Code* Section 558.1.

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1 (emphasis added).

b. Facts and Theories Supporting DEFENDANTS' Liability Pursuant to *California Labor Code* Section 558.1.

All the herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANTS who institute and control all CORPORATE DEFENDANTS' policies, procedures and conditions of employment, including those for wages and hours, under which PLAINTIFF and any and all AGGRIEVED EMPLOYEES were/are employed and paid. Accordingly, the CORPORATE DEFENDANTS, as well as, the INDIVIDUAL DEFENDANTS can be held liable as the employer for all damages, including civil penalties, for the identified provisions and Sections pursuant to *California Labor Code* Section 558.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

XI. **DEFENDANTS' Liability for Penalties Pursuant to *California Labor Code* Section 2698, et seq.**

a. *California Labor Code* Section 2698, et seq.

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

Cal. Lab. Code § 2699(a). Section 2699 further states in part: "If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." *Id.* at 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 2698, et seq.

As set forth in this notice, during all times relevant, DEFENDANTS is and was continually violating and/or causing to be violated all the herein-identified Sections of the *California Labor Code* and *Cal. Code Regs.* tit. 8 Section 11050(3), (4), (7), (11), and (12) based on its/their unlawful company-wide policies and procedures regarding, *inter alia*, payment of wages, hours and conditions work, and record keeping regarding the same. PLAINTIFF implores the LWDA to investigate all DEFENDANTS' herein-detailed violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. If the LWDA does not investigate DEFENDANTS' violations outlined in this notice, and does not provide PLAINTIFF notice that it intends to investigate within the statutorily required time, PLAINTIFF, on behalf of PLAINTIFF, the State of California, and any and all AGGRIEVED EMPLOYEES, as a Private Attorneys General, will seek the herein-detailed penalties and all other damages available to PLAINTIFF, the State of California and all

AGGRIEVED EMPLOYEES as a result of DEFENDANTS' unlawfulness. PLAINTIFF will also seek recovery of reasonable attorney's fees and costs of suit.

Very truly yours,
TWOMEY LAW, P.C.



J.B. TWOMEY

cc: **SUBMITTED ELECTRONICALLY TO:**
State of California, Dept. of Industrial Relations
Labor and Workforce Development Agency
<https://dir.tfaforms.net/308>