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Attorneys for PLAINTIFFS EUNICE FLORES and JENNIE WISSERT, as individuals, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EUNICE FLORES, an individual, and on behalf of all aggrieved employees; JENNIE WISSERT, an individual, and on behalf of all other aggrieved employees,

Plaintiffs,

vs.

EMERALD TEXTILES SERVICES, NORTHERN CALIFORNIA, LLC, a California limited liability company; EMERALD TEXTILES SERVICES, SAN DIEGO, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV16573

COMPLAINT FOR:

1. Civil Penalties Pursuant to The Private Attorneys General Act

DEMAND FOR JURY TRIAL

PLAINTIFFS EUNICE FLORES and JENNIE WISSERT ("PLAINTIFFS"), as individuals, and on behalf of all aggrieved employees, hereby submit this Complaint against EMERALD TEXTILES SERVICES, NORTHERN CALIFORNIA, LLC, a California limited liability company; EMERALD TEXTILES SERVICES, SAN DIEGO, LLC, a California limited liability company; and DOES 1 through 50, inclusive, (collectively "DEFENDANTS"):

INTRODUCTION

1. This is a PAGA-only lawsuit being brought on behalf of all non-exempt employees who work(ed) for DEFENDANTS in California, seeking only relief as authorized by the PAGA statutes (Labor Code § 2698, *et seq.*). PLAINTIFFS and aggrieved employees work(ed) at DEFENDANTS' various locations in California. PLAINTIFFS and aggrieved employees have been subjected to numerous wage and hour violations which are the result of systemic policies and procedures implemented by DEFENDANTS.

2. DEFENDANTS' actions give rise to violations of state wage and hour laws, including laws mandating the payment of wages. Through this lawsuit, PLAINTIFFS, and all aggrieved employees, seek to recover all penalties associated with DEFENDANTS' rampant and willful violations of the law, costs, and attorneys' fees.

JURISDICTION AND VENUE

3. This Court is the proper Court, and this action is properly filed in Los Angeles County because among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff Eunice Flores and DEFENDANTS was due to be performed; the county in which the employment contract, or part of it, between Plaintiff Eunice Flores and DEFENDANTS was actually performed; and the county in which DEFENDANTS, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on PLAINTIFFS and Class Members in Los Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

THE PARTIES

4. Plaintiff Eunice Flores is, and at all times relevant hereto was, a resident of the State of California, County of Los Angeles.

5. Plaintiff Jennie Wissert is, and at all times relevant hereto was, a resident of the State of California.

1 6. Defendant EMERALD TEXTILES SERVICES, NORTHERN CALIFORNIA,
2 LLC, is, and at all times relevant hereto was, a limited liability company, existing, doing business,
3 and employing individuals in the County of Los Angeles, State of California.

4 7. Defendant EMERALD TEXTILES SERVICES, SAN DIEGO, LLC, is, and at all
5 times relevant hereto was, a limited liability company, existing, doing business, and employing
6 individuals in the County of Los Angeles, State of California.

7 8. The true names and capacities, whether individual, corporate, associate, or otherwise
8 of the DEFENDANTS named herein as DOES 1-50, inclusive, are unknown to PLAINTIFFS at this
9 time and therefore said DEFENDANTS are sued by such fictitious names. PLAINTIFFS will seek
10 leave to amend this Complaint to insert the true names and capacities of said DEFENDANTS when
11 the same become known to Plaintiffs. PLAINTIFFS are informed and believe and thereupon allege
12 that each of the fictitiously named DEFENDANTS is responsible for the wrongful acts alleged
13 herein and is therefore liable to PLAINTIFFS as alleged hereinafter.

14 9. PLAINTIFFS are informed and believe, and based thereupon allege, that at all times
15 relevant hereto, DEFENDANTS, and each of them, were the agents, employees, managing agents,
16 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
17 other DEFENDANTS, and each of them, and in doing the things alleged herein, were acting at least
18 in part within the course and scope of said agency, employment, conspiracy, joint employment, alter
19 ego status, and/or joint venture and with the permission and consent of each of the other
20 DEFENDANTS.

21 10. PLAINTIFFS are informed and believe, and based thereupon allege, that
22 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, acted in
23 concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
24 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
25 so. PLAINTIFFS are further informed and believe, and based thereupon allege, that the
26 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, formed
27 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
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1 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
2 intended to and actually causing PLAINTIFFS' harm.

3 11. Whenever and wherever reference is made in this Complaint to any act or failure to
4 act by a Defendant or co-DEFENDANTS, such allegations and references shall also be deemed to
5 mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

6 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

7 12. PLAINTIFFS are informed and believe, and based thereon alleges, that there exists
8 such a unity of interest and ownership between DEFENDANTS and DOES 1-50 that the
9 individuality and separateness of DEFENDANTS have ceased to exist.

10 13. PLAINTIFFS are informed and believe, and based thereon alleges, that despite the
11 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
12 DEFENDANTS, including, but not limited to, for the following reasons:

13 a) DEFENDANTS are completely dominated and controlled by DOES 1-50, who
14 personally violated the laws set forth in this complaint, and who have hidden and currently hide
15 behind DEFENDANTS to circumvent statutes or accomplish some other wrongful or inequitable
16 purpose.

17 b) DOES 1-50 derive actual and significant monetary benefits by and through
18 DEFENDANTS' unlawful conduct, and by using DEFENDANTS as the funding source for their
19 own personal expenditures.

20 c) PLAINTIFFS are informed and believe, and thereupon allege, that DEFENDANTS
21 and DOES 1-50, while really one and the same, were segregated to appear as though separate and
22 distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable
23 purpose.

24 d) PLAINTIFFS are informed and believe that DEFENDANTS do not comply with all
25 requisite corporate formalities to maintain a legal and separate corporate existence.

26 e) PLAINTIFFS are informed and believe, and based thereon alleges, that the business
27 affairs of DEFENDANTS and DOES 1-50 are, and at all times relevant hereto were, so mixed and
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1 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
2 confusion. DEFENDANTS are, and at all times relevant hereto were, used by DOES 1-50 as a mere
3 shell and conduit for the conduct of certain of DEFENDANTS' affairs, and are, and were, the alter
4 ego of DOES 1-50. The recognition of the separate existence of DEFENDANTS would not promote
5 justice, in that it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF
6 for violations of the Government Code, Labor Code, and other statutory violations. The corporate
7 existence of DEFENDANTS and DOES 1-50 should be disregarded in equity and for the ends of
8 justice because such disregard is necessary to avoid fraud and injustice to PLAINTIFF herein.

9 14. Accordingly, DEFENDANTS constitute the alter ego of DOES 1-50, and the fiction
10 of their separate corporate existence must be disregarded.

11 15. As a result of the aforementioned facts, PLAINTIFFS are informed and believe, and
12 based thereon allege that DEFENDANTS and DOES 1-50 are PLAINTIFF's joint employers by
13 virtue of a joint enterprise, and that PLAINTIFFS were an employee of DEFENDANTS and DOES
14 1-50. PLAINTIFFS performed services for each and every one of DEFENDANTS, and to the
15 mutual benefit of all DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF as an
16 employee, either directly or indirectly, in the manner in which Defendant' business was and is
17 conducted.

18 16. PLAINTIFFS are informed and believe and thereupon allege EMERALD
19 TEXTILES SERVICES, NORTHERN CALIFORNIA, LLC, a California limited liability
20 company; EMERALD TEXTILES SERVICES, SAN DIEGO, LLC, a California limited liability
21 company; and DOES 1 through 50, inclusive, were the actual employers and/or "person[s] acting
22 on behalf of the employer" within the meaning of *Labor Code* section 558.1.

23 **PRIVATE ATTORNEYS GENERAL ACT ADMINISTRATIVE PREREQUISITE**

24 17. Pursuant to Labor Code section 2699.3, on April 19, 2024, prior to filing this
25 complaint, PLAINTIFFS gave written notice to the Labor Workforce Development Agency
26 ("LWDA") and to DEFENDANTS, specifying the provisions alleged to have been violated by
27 DEFENDANTS, and including the facts and theories supporting the alleged violations.

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18. As of the date of this Complaint, sixty-five (65) days have passed since PLAINTIFFS provided notice of the violations alleged herein to the Labor Workforce Development Agency (“LWDA”), and the LWDA has not provided notice of its intent to investigate PLAINTIFFS’ claims.

GENERAL ALLEGATIONS

19. PLAINTIFF EUNICE FLORES was employed as a sorter by DEFENDANTS from approximately August 26, 2019, to approximately January 31, 2024, at DEFENDANTS' place of business located at 4500 Dunham Street, Commerce, California, 90040.

20. PLAINTIFF EUNICE FLORES was employed in housekeeping by DEFENDANTS from approximately April 30, 2023, to approximately September 20, 2023, at DEFENDANTS' place of business located at 1420 Industrial Drive Livingston, CA, 95334.

21. PLAINTIFFS and AGGRIEVED EMPLOYEES are current or former non-exempt employees of DEFENDANTS. PLAINTIFF and the AGGRIEVED EMPLOYEES have been subjected to a variety of wage and hour violations during their employment with DEFENDANTS.

Failure to Pay Wages for All Hours Worked

Throughout the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all hours worked in violation of Labor Code sections 1194, 1197, and the IWC Wage Orders. DEFENDANTS engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and the AGGRIEVED EMPLOYEES.

Failure to Pay Proper Overtime Compensation

22. Throughout the relevant period, PLAINTIFFS and the AGGRIEVED EMPLOYEES were non-exempt employees covered by Labor Code § 510 and one or more IWC Wage Orders. On multiple occasions throughout the CLASS PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES worked overtime by working in excess of eight (8) hours in one workday, and/or in excess of forty (40) hours in any one workweek, and/or working on the seventh day of work in any one workweek. Despite working overtime hours, PLAINTIFFS and the AGGRIEVED EMPLOYEES were not compensated at the rate of at least one and one-half times the regular rate of pay for all overtime hours worked. Further, on multiple occasions throughout the CLASS PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES worked in excess of twelve (12) hours in one day and/or in excess of eight (8) hours on the seventh day of work in any one workweek, and were not compensated at the rate of at least twice the regular rate of pay for these hours worked.

23. Off-the-Clock Hours Worked: DEFENDANTS' failure to properly pay overtime to PLAINTIFFS and the AGGRIEVED EMPLOYEES is and was due in part to DEFENDANTS' failure to capture the off-the-clock work, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the clock; ; detrimental rounding of employee time entries, editing and/or manipulation of time entries; and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow

1 the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS
2 election with the State of California, as required by Labor Code section 511 and applicable Wage
3 Orders, to the detriment of PLAINTIFFS and the AGGRIEVED EMPLOYEES.

4 24. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Pursuant to Labor
5 Code § 510, overtime and double-time pay shall be compensated as multiples of an employee's
6 "regular rate of pay." An employee's regular rate of pay includes the employee's hourly rate and all
7 nondiscretionary incentive payments, such as bonuses and commissions, provided to the employee
8 for work performed. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)
9 DEFENDANTS did not properly make adjustments to the overtime and double-time rates paid to
10 PLAINTIFFS and the AGGRIEVED EMPLOYEES to reflect all nondiscretionary pay. As a result,
11 PLAINTIFFS and the AGGRIEVED EMPLOYEES have been denied "the unpaid balance of the
12 full amount of this...overtime compensation" as required by Labor Code § 1194.

13 **Failure to Provide Rest Periods**

14 25. During the relevant time period, DEFENDANTS failed to maintain a compliant rest
15 period policy and practice. DEFENDANTS did not authorize or permit PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES to take at least a ten-minute rest period in which they were relieved
17 of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Labor Code
18 §§ 226.7, § 512 and applicable IWC Wage Orders.

19 26. DEFENDANTS further failed to pay PLAINTIFFS and the AGGRIEVED
20 EMPLOYEES all premium compensation (one hour of pay at the employee's regular rate of pay for
21 missed or untimely rest periods) mandated by Labor code § 226.7(b) for these missed rest periods.

22 27. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
23 DEFENDANTS attempted to issue premium compensation for missed rest periods, such premium
24 compensation did not properly take into account all non-discretionary pay, resulting in an under
25 payment of premium compensation to PLAINTIFFS and the AGGRIEVED EMPLOYEES.

26 **Failure to Provide Timely, Uninterrupted Meal Periods**

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1 28. During the relevant time period, DEFENDANTS failed to maintain a compliant meal
2 period policy and practice. DEFENDANTS failed to provide PLAINTIFFS and the AGGRIEVED
3 EMPLOYEES with the right to take an off-duty 30-minute meal period. Labor Code § 512 provides,
4 “[a]n employer may not employ an employee for a work period for more than five hours per day
5 without providing the employee with a meal period of not less than 30 minutes...” Labor Code §
6 226.7(a) provides, “[n]o employer shall require an employee to work during any meal...period
7 mandated by an applicable order of the Industrial Welfare commission.” Paragraph 11(A) of the
8 Wage Orders provides, in pertinent part, “[u]nless the employee is relieved of all duty during a 30
9 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as
10 time worked.”

11 29. PLAINTIFFS and the AGGRIEVED EMPLOYEES were often given so much work
12 and understaffed that they were unable to take time away from their duties for breaks. When
13 PLAINTIFFS were able to take meal periods, PLAINTIFFS were frequently interrupted with job
14 duties. Meal breaks were fully non-compliant because PLAINTIFFS were unable to leave the place
15 of employment and were thus under DEFENDANTS’ control for the entire meal period.

16 30. Failure to Provide Second Meal Periods: Similarly, PLAINTIFFS and the
17 AGGRIEVED EMPLOYEES were not authorized and permitted to take second meal periods during
18 shifts of ten hours or longer.

19 31. DEFENDANTS further failed to pay PLAINTIFFS and the AGGRIEVED
20 EMPLOYEES all premium compensation (one hour of pay at the employee’s regular rate of pay for
21 missed or untimely meal periods) mandated by Labor code § 226.7(b) for these missed meal periods.

22 32. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
23 DEFENDANTS attempted to issue premium compensation for missed meal periods, such premium
24 compensation did not properly take into account all non-discretionary pay, resulting in an under
25 payment of premium compensation to PLAINTIFFS and the AGGRIEVED EMPLOYEES.

26 **Failure to Reimburse for Required Business Expenses**
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33. Labor Code § 2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, DEFENDANTS required PLAINTIFF and the AGGRIEVED EMPLOYEES to incur costs in using cellular phones for work-related purposes; and purchasing tools and supplies necessary to perform work duties, but failed to reimburse PLAINTIFF and the AGGRIEVED EMPLOYEES as required by the Labor Code and applicable Wage Order(s).

Failure to Timely Pay All Wages Owed

34. Failure to pay all wages owed to employees at termination/resignation: As set forth above, due to DEFENDANTS' unlawful employment practices, DEFENDANTS knowingly and willfully failed to timely pay all wages owed to PLAINTIFFS and the AGGRIEVED EMPLOYEES at the time that employment terminated. DEFENDANTS willfully failed to pay aggrieved employees who are no longer employed all compensation due upon termination of employment as required by Cal. Labor Code §§ 201 and 202. Pursuant to sections 203 and 256, PLAINTIFFS and the AGGRIEVED EMPLOYEES are now also entitled to recover up to thirty (30) days of wages for DEFENDANTS' willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

35. Failure to pay all wages owed twice per month: Labor Code § 204 requires employers to pay all wages earned by non-exempt employees at least twice during each calendar month, within seven calendar days following the close of the payroll period. DEFENDANTS failed to pay all wages owed to PLAINTIFFS and the AGGRIEVED EMPLOYEES as a result of the unlawful employment policies and practices discussed herein.

Failure to Provide Accurate Itemized Wage Statements and Maintain Required Records

36. California labor Code § 226(a) provides that “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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

1 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
2 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
3 employee and only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and address of the legal
5 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee.”

7 37. DEFENDANTS knowingly and intentionally failed to provide timely, accurate,
8 itemized wage statements to PLAINTIFFS and the AGGRIEVED EMPLOYEES, as well as
9 maintain accurate records, in accordance with Labor Code §§ 226 and 1174. The wage statements
10 provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES have not accurately reflected actual
11 gross wages earned and total hours worked. Such failures cause actual injury to PLAINTIFFS and
12 others, by, among other things, impeding them from knowing the total hours worked and the amount
13 of wages to which they are and were entitled. DEFENDANTS knowingly and intentionally failed
14 to itemize the correct wages earned, net wages earned, and total hours worked.

15 38. As a result of these violations of California Labor Code § 226(a), PLAINTIFFS and
16 the AGGRIEVED EMPLOYEES suffered injury because, among other things,

- 17 a) the violations led them to believe that they were not entitled to be paid minimum
18 wages, overtime wages, meal period premium wages, and rest period premium wages
19 to which they were in fact entitled;
- 20 b) the violations led them to believe that they had been paid the minimum, overtime,
21 meal period premium, and rest period premium wages, even though they had not
22 been;
- 23 c) the violations hindered them from determining the amounts of minimum wages,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 d) in connection with their employment, before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have to
27 perform mathematical computations to determine the amounts of wages owed to
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1 them, computations they would not have to make if the wage statements contained
2 the required accurate information;

3 e) the violations, by understating the wages truly due to PLAINTIFFS and the
4 AGGRIEVED EMPLOYEES, caused them to lose entitlement and/or accrual of the
5 full amount of Social Security, disability, unemployment, and other governmental
6 benefits;

7 f) the wage statements inaccurately understated the wages, hours, and wages rates to
8 which PLAINTIFFS and the AGGRIEVED EMPLOYEES were entitled, and as a
9 result PLAINTIFFS and the AGGRIEVED EMPLOYEES were in fact paid less
10 wages and/or a lower wage rate than the wages to which they were entitled.

11 **Failure to Pay Proper Sick Leave Wages**

12 39. During their employment with DEFENDANTS, PLAINTIFFS and the
13 AGGRIEVED EMPLOYEES were entitled to “paid sick days” pursuant to California Labor Code
14 section 245, *et seq.*

15 40. Labor Code § 246(l) requires that employers pay sick time pay to non-exempt
16 employees at the employee’s “regular rate of pay.” Employers may either calculate “paid sick days”
17 for non-exempt employees in California at the regular rate of pay for the workweek in which the
18 employee uses paid sick time or by dividing the employee’s total wages, into including overtime
19 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
20 employment. Labor Code 246(l)(2). The “regular rate of pay” includes all remuneration for
21 employment paid to the employee and includes, but is not limited to, shift differentials and non-
22 discretionary incentive bonuses.

23 41. During the relevant time period, PLAINTIFFS and the AGGRIEVED EMPLOYEES
24 accrued and took paid sick leave. However, DEFENDANTS failed to include non-discretionary
25 remuneration when determining the “regular rate of pay.” Instead, DEFENDANTS only paid
26 PLAINTIFFS and the AGGRIEVED EMPLOYEES paid sick leave at their base hourly rate, rather
27 than at their “regular rate of pay.”
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1 **Failure to Properly Pay Vacation Pay**

2 42. At the termination of PLAINTIFFS and the AGGRIEVED EMPLOYEES'
3 employment with DEFENDANTS, PLAINTIFFS and the AGGRIEVED EMPLOYEES had earned
4 but unused vacation pay.

5 43. California Labor Code section 227.3 requires employers to pay terminated
6 employees for their unused paid vacation time at their final rate of pay. However, DEFENDANTS
7 did not pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for their unused paid vacation time
8 at the final rate of pay because the rate of pay used by DEFENDANTS did not take into account all
9 non-discretionary pay earned by PLAINTIFF and the AGGRIEVED EMPLOYEES.

10 **FIRST CAUSE OF ACTION**

11 **Civil Penalties Pursuant to The Private Attorneys General Act**

12 [Labor Code § 2698 *et seq.*]

13 (PLAINTIFFS, individually, and on behalf of all similarly situated employees against all
14 DEFENDANTS)

15 44. PLAINTIFFS incorporate by reference all allegations in the foregoing paragraphs of
16 this Complaint as though fully set forth herein.

17 45. PLAINTIFF alleges—on information and belief—that DEFENDANTS violated
18 Labor Code sections 201, 202, 203, 256 (waiting time), 204, 210 (timely wages during
19 employment), 226, 226(a), 226.3, 226.6 (wage statements), 226, 1174, 1174.5 (maintenance of
20 records), 226.2, 226.7, 510, 512, 1194, 1197 (meal and rest periods), 227.3 (vacation pay), 233, 246
21 (sick pay), 1182.12, 1194, 1197, 1197.1 (minimum wage), 510, 1194, 1198 (overtime), as well as
22 all applicable Wage Orders, as alleged herein.

23 46. These violations subject employers and individuals to civil penalties as set forth in
24 (1) the foregoing statutes to the extent that they are specified and contained therein, which
25 PLAINTIFFS will be seeking individually and on the behalf of all aggrieved employees; or to (2)
26 to the extent that that the statutes do not provide for PAGA civil penalties or PAGA available relief,
27 then PLAINTIFFS will seek the default PAGA penalties for each of the preceding statutory
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1 violations in accordance with Labor Code section 2699(f), individually and for all aggrieved
2 employees, as well as the LWDA.

3 47. Pursuant to Labor Code section 2699(g), PLAINTIFFS are entitled to an award of
4 reasonable attorney fees and costs in connection with the claim for civil penalties.

5 48. PLAINTIFFS have exhausted the administrative remedies by providing notice to the
6 LWDA and to DEFENDANTS as required by the PAGA statute, complying with all requirements
7 to exhaust the administrative remedies on or about April 19, 2024. Neither PLAINTIFFS nor
8 PLAINTIFFS, counsel received a response from DEFENDANTS or the LWDA.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFFS and the AGGRIEVED EMPLOYEES pray for judgment
11 against DEFENDANTS, and each of the, as follows:

- 12 1. For Civil Penalties as permitted by PAGA;
13 2. For attorney's fees and costs as provided by statute; and
14 3. For all such other and further relief that the court may deem just and proper.

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16 DATED: July 3, 2024

Respectfully Submitted,

17 ELKIN | GAMBOA LLP

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19 By: 

20 Michael Elkin

21 Attorneys for Plaintiffs Eunice Flores and Jennie
22 Wissert

23 **DEMAND FOR TRIAL BY JURY**

24 PLAINTIFF hereby demands a jury trial of all causes of action and claims with respect to
25 which PLAINTIFF has a right to jury trial.
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DATED: July 3, 2024

Respectfully Submitted,

ELKIN | GAMBOA LLP



By: _____
Michael Elkin
Attorneys for Plaintiffs Eunice Flores and Jennie
Wissert