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on behalf of herself and all others similarly situated
and aggrieved

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

SUMMER HENSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

HONEYFLOWER HOLDINGS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI2402049

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff Summer Henson, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Honeyflower Holdings, LLC, and any of its respective subsidiaries or affiliated companies within
7 the State of California (“Honeyflower” and collectively, with DOES 1 through 100, as further
8 defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt
9 California employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants,
12 and any of their respective subsidiaries or affiliated companies within the State of California, as a
13 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
14 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
15 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
16 for violations of the Labor Code, including but not limited to, failure to comply with Labor Code
17 section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, et seq.,
18 Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty
19 Period (collectively, “Aggrieved Employees”).

20 **PARTIES**

21 **A. Plaintiff**

22 3. Plaintiff Summer Henson is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
24 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, monitoring
25 and caring for patients. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
26 Summer Henson worked for Defendants from approximately May of 2023 through approximately
27 March of 2024.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant
3 Honeyflower is, and at all times relevant hereto was, a limited liability company organized and
4 existing under and by virtue of the laws of the State of California and doing business in the County
5 of Riverside, State of California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include Honeyflower and any of their parent, subsidiary, or affiliated companies within the State of
18 California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes and based thereon alleges that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
12 sections 392, et seq. because, among other things, Riverside County is where the causes of action
13 complained of herein arose; the county in which the employment relationship began; the county in
14 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
15 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
16 and Defendants was actually performed; and the county in which Defendants, or some of them,
17 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class
18 Members in Riverside County, and because Defendants employ numerous Class Members in
19 Riverside County.

20 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
21 Defendants during the applicable statutory period and suffered one or more of the Labor Code
22 violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of himself and all other
23 aggrieved current and former employees of Defendants, the civil penalties provided by PAGA plus
24 reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under ZB N.A. v. Superior
25 Court (2019) 8 Cal.5th 175.

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12. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

13. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, inter alia, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 256, 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.

14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

15. On or around April 16, 2024, Plaintiff provided written notice under Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to the Labor and Workforce Development Agency (“LWDA”), as well as by certified mail, with return receipt requested to Defendants, and each of them.

16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the April 16, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

17. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

1 worked on the seventh consecutive work day in a work week by, among other things, failing to
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; and
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
4 by requiring Plaintiff and Class Members: to come early to work and leave late work without being
5 able to clock in for all that time, to complete post-shift tasks after clocking out, to clock out for meal
6 periods and continue working, and to make phone calls off the clock to the detriment of Plaintiff
7 and Class Members. In addition, Defendants would also be liable for civil penalties pursuant to
8 Labor Code sections 558 and 2699.

9 18. For at least four (4) years prior to the filing of this Action and continuing to the
10 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
11 or some of them, in violation of California state wage and hour laws as a result of, among other
12 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
13 rate of pay that is above the minimum wage; and engaging, suffering, or permitting employees to
14 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
15 early to work and leave late work without being able to clock in for all that time, to complete post-
16 shift tasks after clocking out, to clock out for meal periods and continue working, and to make phone
17 calls off the clock to the detriment of Plaintiff and Class Members. In addition, Defendants would
18 also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

19 19. For at least four (4) years prior to the filing of this Action and continuing to the
20 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
21 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
22 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
23 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
24 for such unprovided meal periods as required by California wage and hour laws. In addition,
25 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

26 20. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
28 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major

1 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
2 California wage and hour laws. In addition, Defendants would also be liable for civil penalties
3 pursuant to Labor Code sections 558 and 2699.

4 21. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
6 full amount of their wages owed to them upon termination and/or resignation as required by Labor
7 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
8 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3. In
9 addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 558
10 and 2699.

11 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
12 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
13 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
14 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate; and other such information as required by Labor Code section
16 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
17 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid. In
18 addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.3,
19 558 and 2699.

20 23. For at least one (1) year prior to the filing of this action and continuing to the present,
21 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
22 amount of their wages for labor performed in a timely fashion as required under Labor Code section
23 204. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections
24 558 and 2699.

25 24. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
27 costs incurred in using cellular phones for work-related purposes and purchasing tools necessary to
28 perform work duties. In addition, Defendants would also be liable for civil penalties pursuant to

1 Labor Code sections 558 and 2699.

2 25. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
4 employees or former employees within the State of California with compensation at their final rate
5 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3. In addition,
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

7 26. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
9 situated employees or former employees within the State of California with the rights provided to
10 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
11 245, *et seq.*

12 27. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
13 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
14 227.3, 245, *et seq.*, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title
15 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
16 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
17 failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of
18 pay, other such provisions of California law, and reasonable attorneys' fees and costs.

19 28. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
20 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
21 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
22 appropriate and effective means to prevent further violations, as well as all monies owed but
23 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
24 restitution of amounts owed.

25 29. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
28 Employees with the rates of pay and overtime rates of pay applicable to their employment;

1 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
2 name, address, and telephone number of the workers' compensation insurance carrier; information
3 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
4 under Labor Code section 2810.5. In addition, Defendants would also be liable for civil penalties
5 pursuant to Labor Code sections 558 and 2699.

6 30. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
7 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
8 California law (including, without limitation Labor Code section 245, et seq.), and also did not
9 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
10 all other Aggrieved Employees.

11 31. Plaintiff, in Plaintiff's representative capacity, seek civil penalties under Labor Code
12 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
13 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
14 Employees pursuant to PAGA.

15 **CLASS ACTION ALLEGATIONS**

16 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
17 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
18 and former non-exempt employees of Defendants within the State of California at any time
19 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
20 of the class action is provided to the class (collectively referred to as "Class Members").

21 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
22 to amend or modify the class description with greater specificity, further divide the defined class
23 into subclasses, and to further specify or limit the issues for which certification is sought.

24 34. This action has been brought and may properly be maintained as a class action under
25 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
26 of interest in the litigation and the proposed Class is easily ascertainable.

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1 **A. Numerosity**

2 35. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
5 Members employed by Defendants within the State of California.

6 36. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 37. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?

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- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under
6 Labor Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
8 losses incurred in direct consequence of the discharge of their duties or by obedience
9 to the directions of Defendants as required under Labor Code section 2802?
- 10 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
11 with compensation at their final rate of pay for vested paid vacation time.
- 12 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
13 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 14 N. Are Class Members entitled to restitution of wages under Business and Professions
15 Code section 17203?
- 16 O. Are Class Members entitled to costs and attorneys' fees?
- 17 P. Are Class Members entitled to interest?

18 **C. Typicality**

19 38. The claims of Plaintiff herein alleged are typical of those claims which could be
20 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
21 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
22 damages arising out of and caused by Defendants' common course of conduct in violation of laws
23 and regulations that have the force and effect of law and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 39. Plaintiff will fairly and adequately represent and protect the interest of Class
26 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
27 hour class actions.

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1 46. Four (4) years prior to the filing of the Complaint in this Action through the present,
2 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
3 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
4 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
5 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
6 actually worked at the proper overtime rate of pay; and engaging, suffering, or permitting employees
7 to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to
8 come early to work and leave late work without being able to clock in for all that time, to complete
9 post-shift tasks after clocking out, to clock out for meal periods and continue working, and to make
10 phone calls off the clock to the detriment of Plaintiff and Class Members.

11 47. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
12 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
13 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
14 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
15 applicable IWC Wage Orders, and California law.

16 48. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
17 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
18 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
19 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

20 **SECOND CAUSE OF ACTION**

21 **(Failure to Pay Minimum Wages – Against All Defendants)**

22 49. Plaintiff realleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs as though fully set forth hereat.

24 50. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

26 51. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
27 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
28 Defendants' control.

52. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; and engaged, suffered, or permitted employees to work off the clock, 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 complete post-shift tasks after clocking out, to clock out for meal periods and continue working, and to make phone calls off the clock to the detriment of Plaintiff and Class Members.

53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

54. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

55. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

56. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

57. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

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58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

59. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

60. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

63. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

64. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

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1 65. California law and applicable Wage Orders require that employers “authorize and
2 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
3 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
4 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
5 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
6 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
7 thirty (30) minutes of paid rest period.

8 66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the rest period is not provided.

12 67. For four (4) years prior to the filing of the Complaint in this Action through the
13 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
14 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
15 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member’s regular rate of compensation on the occasions that Class Members were not authorized
17 or permitted to take compliant rest periods.

18 68. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
19 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
20 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
21 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

22 69. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
24 owed for rest periods that they were not authorized or permitted to take.

25 70. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
26 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
27 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,
28 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 71. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 72. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 73. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment
12 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 74. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
18 Members all wages earned prior to resignation or termination in accordance with Labor Code
19 sections 201 or 202.

20 75. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
26 or resignation.

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76. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

78. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

79. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

80. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

81. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

82. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

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1 83. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
2 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
3 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
4 provided wage statements that Defendants knew were not accurate.

5 84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
6 suffered injury. The absence of accurate information on Class Members' wage statements at times
7 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
8 mathematical computations to determine the amount of wages owed; causes difficulty and expense
9 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
10 about wages and amounts deducted from wages to state and federal governmental agencies, among
11 other things.

12 85. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
13 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
14 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
15 pay period, not to exceed an aggregate \$4,000.00 per employee.

16 86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
17 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
18 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
19 attorneys' fees, and costs of suit.

20 **SEVENTH CAUSE OF ACTION**

21 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

22 87. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
23 incorporate each by reference as though fully set forth hereat.

24 88. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

26 89. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
28 during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

3 90. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
4 independent and apart from, any other penalty provided in this article, every person who fails to pay
5 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
6 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
7 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld.”

10 91. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
13 Labor Code section 204.

14 92. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 93. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
21 interest, and their costs of suit, as well.

22 **EIGHTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 2802 – Against All Defendants)**

24 94. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth hereat.

26 95. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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1 96. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties . . .”

4 97. For three (3) years prior to the filing of the Complaint in this Action through the
5 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
6 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
7 obedience to the directions of Defendants that included, without limitation: using cellular phones
8 for work-related purposes and purchasing tools necessary to perform work duties.

9 98. During that time period, Plaintiff is informed and believes, and based thereon alleges
10 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and
11 Class Members for those losses and/or expenditures.

12 99. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
13 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
14 herein-described losses and/or expenditures.

15 100. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
16 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
17 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
18 costs of suit.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 227.3 – Against All Defendants)**

21 101. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs of this Complaint as though fully set forth hereon.

23 102. According to Labor Code section 227.3, whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served.

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1 103. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
2 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
3 that Plaintiff's employment contract with Defendants included paid vacations.

4 104. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
6 employees or former employees within the State of California with compensation at their final rate
7 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

8 105. As a proximate result of Defendants' failure to pay vested vacation at the final rate
9 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
10 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
11 their final rate of pay, as set out in Defendants' policy or the contract of employment between
12 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

13 106. As a further proximate result of Defendants' above-described acts and/or omissions,
14 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
15 prejudgment interest.

16 **TENTH CAUSE OF ACTION**

17 **(Unfair Competition – Against All Defendants)**

18 107. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 108. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
21 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
22 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
23 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
24 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
25 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
26 employees within the State of California with the rights provided to them under the Healthy
27 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
28 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive

1 advantage over other comparable companies doing business in the State of California that comply
2 with their obligations to compensate employees in accordance with the Labor Code.

3 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
4 Members have suffered injury in fact and lost money or property.

5 110. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
6 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
7 Code and requiring the establishment of appropriate and effective means to prevent further
8 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
9 including interest thereon, in which they had a property interest and which Defendants nevertheless
10 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
11 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
12 by their failure to comply with the Labor Code.

13 111. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
14 Procedure section 1032 and interest under Civil Code section 3287.

15 **ELEVENTH CAUSE OF ACTION**

16 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

17 112. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth hereat.

19 **Civil Penalties Under Labor Code § 210**

20 113. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month.”

25 114. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 115. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
6 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
7 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
8 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
9 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
10 for each subsequent violation in connection with each payment that was made in violation of Labor
11 Code section 204.

12 Civil Penalties Under Labor Code § 226.3

13 116. Defendants had and have a policy or practice of failing to comply with Labor Code
14 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
15 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
16 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate; and other such information as required
18 by Labor Code section 226, subdivision (a).

19 117. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
20 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

24 118. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
25 his section are in addition to any other penalty provided by law.”

26 119. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to furnish non-exempt employees, including, without
28 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;

1 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
2 the corresponding number of hours worked at each hourly rate; and other such information as
3 required by Labor Code section 226, subdivision (a).

4 120. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
5 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
6 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
7 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
8 period for each subsequent violation.

9 Violation of Labor Code § 558

10 121. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
11 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
12 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
13 penalty as follows:

14 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
15 for each pay period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages;

17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to an amount
19 sufficient to recover underpaid wages;

20 (3) Wages recovered pursuant to this section shall be paid to the affected
21 employee.

22 122. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
23 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
25 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
26 regular payday designated by Employer, the name of the employer, including any "doing business
27 as" names used, the name, address and telephone number of the workers' compensation insurance
28 carrier, information regarding paid sick leave, and other pertinent information.

1 123. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
3 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
4 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
5 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

6 Violation of Labor Code § 1174.5

7 124. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
8 every person employing labor in California to "[a]llow any member of the commission or the
9 employees of the Division of Labor Standards Enforcement free access to the place of business or
10 employment of the person to secure any information or make any investigation that they are
11 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
12 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
13 or papers of the person."

14 125. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
15 every person employing labor in California to "[k]eep a record showing the names and addresses of
16 all employees employed and the ages of all minors."

17 126. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
18 every person employing labor in California to "[k]eep, at a central location in the state or at the
19 plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
21 piece rate paid to, employees employed at the respective plants or establishments. These records
22 shall be kept in accordance with rules established for this purpose by the commission, but in any
23 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
24 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
25 earned."

26 127. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
27 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
28 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any

1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

3 128. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 willfully failed keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

8 129. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per Aggrieved Employee.

12 Violation of Labor Code § 1197.1

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

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

23 B. For each subsequent violation for the same specific offense, two hundred fifty
24 dollars (\$250) 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 Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 ///

1 C. Wages, liquidated damages, and any applicable penalties imposed pursuant
2 to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

3 131. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
4 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
5 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
6 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
7 damages.

8 132. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
12 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
13 subsequent violation.

14 Civil Penalties Under Labor Code § 2699

15 133. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
16 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
17 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
18 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Labor Code section 2699.3.

21 134. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
22 Code except those for which a civil penalty is specifically provided, the established civil penalty for
23 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
24 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
25 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
26 employee per pay period for each subsequent violation.

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1 135. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
2 each of them, violated the Labor Code sections described herein, including, without limitation, for
3 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
4 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
5 name of the employer, including any “doing business as” names used, the name, address and
6 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
7 leave, and other pertinent information required to be disclosed by Employer under Labor Code
8 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
9 sick leave required to be provided pursuant to California and local laws.

10 136. Moreover, Plaintiff and other Aggrieved Employees within the State of California
11 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
12 connection with their herein-described claims for civil penalties.

13 **DEMAND FOR JURY TRIAL**

14 137. Plaintiff demands a trial by jury on all causes of action contained herein.

15 **PRAYER**

16 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
17 against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;
19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum wages, overtime
22 wages and unpaid wages for vested vacation time, under Labor Code sections 510,
23 1194, 1197, 1199 and 227.3;
24 D. Liquidated damages pursuant to Labor Code section 1194.2;
25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512 and 226.7;
27 F. Penalties for inaccurate wage statements under Labor Code section 226,
28 subdivision (e);

- 1 G. Waiting time penalties under Labor Code section 203;
2 H. Penalties to timely pay wages under Labor Code section 210;
3 I. Damages under Labor Code sections 2802;
4 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
6 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
8 L. Preliminary and permanent injunctions prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations;
11 M. Restitution of wages and benefits due which were acquired by means of any unfair
12 business practice, according to proof;
13 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
14 O. For attorneys' fees in prosecuting this action;
15 P. For costs of suit incurred herein; and
16 Q. For such other and further relief as the Court deems just and proper.

17
18 Dated: June 25, 2024

SHIRIAN LAW, P.C.

19
20
21 BY: 

JOSHUA SHIRIAN

Attorneys for Plaintiff SUMMER HENSON on behalf
of herself and all others similarly situated and
aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 11110 Ohio Ave., Suite 106, Los Angeles, California 90025.

On July 10, 2024, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail addresses as follows:

GRACE Y. HOROUPIAN
ghoroupian@fisherphillips.com
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Counsel for Defendant HONEYFLOWER HOLDINGS LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on, July 10, 2024 at Los Angeles, California



Joshua Shirian