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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

11/13/2024

Clerk of the Court

BY: EDWARD SANTOS

Deputy Clerk

8 *Attorneys for Plaintiffs NELIA FUMERA and JOSEFINA GAPUZ,*
9 *and all other similarly situated non-exempt former and current employees*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12 NELIA FUMERA and JOSEFINA GAPUZ
13 on behalf of themselves and other similarly
14 situated non-exempt former and current
15 employees,

16 Plaintiffs,

17 vs.

18 LBC MUNDIAL CORPORATION, a
19 California Corporation; and DOES 1 through
20 100, Inclusive,

21 Defendants.

Case No.: CGC-23-608960

Assigned To: Hon. Anne-Christine Massullo

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Timely Pay Wages During Employment;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Statements;
8. Unfair and Unlawful Business Practices;
9. Penalties Under Labor Code Private Attorneys General Act; and

[DEMAND FOR JURY TRIAL]

1 Plaintiffs NELIA FUMERA ("FUMERA") and JOSEFINA GAPUZ ("GAPUZ")
2 (hereinafter referred to as "PLAINTIFFS"), on behalf of themselves and other similarly situated
3 and aggrieved current and former employees (hereinafter collectively referred to as
4 "PLAINTIFFS"), hereby allege as follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter because
7 PLAINTIFFS are residents of the State of California and DEFENDANTS LBC MUNDIAL
8 CORPORATION ("LBC"); and DOES 1 through 100, inclusive (collectively referred to as
9 "DEFENDANTS") are citizens and residents of, and/or regularly conduct business in California.
10 Further, no federal question is at issue because the claims are based solely on California law.

11 2. Venue is proper in this judicial district and the County of San Francisco, California
12 because DEFENDANTS maintain offices and facilities and transact business in the County of San
13 Francisco; upon information and belief, PLAINTIFFS, and other persons similarly situated and
14 aggrieved both current and former employees who performed work for DEFENDANTS in the
15 County of San Francisco and most of DEFENDANTS' unlawful actions and omissions, set forth
16 herein, occurred in the County of San Francisco.

17 3. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive
18 of interest and costs.

19 **PLAINTIFFS**

20 4. Plaintiff NELIA FUMERA ("FUMERA") is and was, at all times material to this
21 complaint, a resident of the State of California and is DEFENDANTS' former, non-exempt,
22 employee.

23 5. Plaintiff JOSEFINA GAPUZ ("GAPUZ") is and was, at all times material to this
24 complaint, a resident of the State of California and is DEFENDANTS' former, non-exempt,
25 employee. Plaintiff PENA and Plaintiff BERNAL are collectively referred to as "PLAINTIFFS."

26 6. PLAINTIFFS, on behalf of themselves, and other similarly situated and aggrieved
27 current and former non-exempt employees of DEFENDANTS in the State of California at any
28 time from four years prior to the filing of this action and continuing while this action is pending,

1 bring this class and representative action to recover, among other things, wages and penalties from
2 unpaid wages earned and due as a result of DEFENDANTS' uniformly illegal business policies
3 including, but not limited to, unpaid and illegally calculated overtime compensation, illegal meal
4 and rest period policies, failure to pay all wages due to discharged or quitting employees, failure
5 to maintain required records, failure to provide accurate itemized wage statements, failure to
6 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,
7 and interest, attorneys' fees, costs, and expenses.

8 7. PLAINTIFFS bring this action on behalf of themselves and other similarly situated
9 individuals and aggrieved employees ("CLASS MEMBERS"), including: all current and former
10 non-exempt employees of DEFENDANTS in the State of California at any time within the period
11 beginning from four years prior to the filing of this action and ending at the time this action settles
12 or proceeds to final judgment ("CLASS PERIOD"). PLAINTIFFS reserve the right to name
13 additional class representatives.

14 DEFENDANTS

15 8. PLAINTIFFS are informed and believe, and thereon allege, that LBC is, and at all
16 times relevant hereto was, a corporation organized and existing under the laws of the State of
17 California. PLAINTIFFS are further informed and believe, and thereon allege, that LBC is
18 authorized to conduct business in the State of California, and has at all relevant times conducted
19 business in the State of California under California entity number c1291514. Specifically, upon
20 information and belief, LBC maintains offices and conducts business in the County of San
21 Francisco, State of California.

22 9. The true names and capacities of DOES 1 through 100 ("DOE DEFENDANTS"),
23 inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sues such
24 defendants under fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that
25 each defendant designated as a DOE is in some manner highly responsible for the occurrences
26 alleged herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged
27 herein, were proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFFS shall
28 seek leave of the court to amend this complaint to allege the true names and capacities of such

1 DOE DEFENDANTS when ascertained.

2 10. At all relevant times herein, DEFENDANTS were the joint employers of
3 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
4 allege, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
5 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
6 co-conspirators, authorized agents, partners, joint venture(s), and/or guarantors, actual or
7 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-defendant,
8 and each was the alter ego of the other.

9 11. PLAINTIFFS are informed and believe, and thereon allege, that at all relevant times
10 there was such unity of interest and ownership between DEFENDANTS that the separate
11 personalities of the DEFENDANTS never existed and that it would be unfair to attribute the illegal
12 acts and omissions alleged herein by PLAINTIFFS to be the acts and omissions of the corporations
13 or companies named as defendants alone.

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

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

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

CLASS ACTION ALLEGATIONS

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

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

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

C. PLAINTIFFS' claims are typical of the class because DEFENDANTS subjected all non-exempt employees to the identical violations of the California Labor Code, the applicable IWC Wage Order, and the California Business and Professions Code.

D. PLAINTIFFS are able to fairly and adequately protect the interests of all members of the class because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to the class for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]

(Against All DEFENDANTS)

16. PLAINTIFFS reallege and incorporate by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS

1 required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than
2 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
3 required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to Labor Code § 226.7,
4 512 and IWC Order No. 9-2001, § 11.

5 18. DEFENDANTS further violated Labor Code §§ 226.7 and IWC Wage Order No.
6 9-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who were not
7 provided with a meal period, in accordance with the applicable IWC Wage Order, one additional
8 hour of compensation at each employee's regular rate of pay for each workday that a meal period
9 was not provided.

10 19. DEFENDANTS further violated Labor Code §§ 226.7, 510, 1194, 1197, and IWC
11 Wage Order No. 9-2001 by failing to compensate PLAINTIFFS and CLASS MEMBERS for all
12 hours worked during their meal periods.

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

16
17 **SECOND CAUSE OF ACTION**

18 **Failure to Provide Required Rest Periods**

19 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

20 **(Against All DEFENDANTS)**

21 21. PLAINTIFFS reallege and incorporate by reference each and every allegation
22 contained in each and every aforementioned paragraph as though fully set forth herein.

23 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
24 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
25 to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under Labor Code
26 §§ 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

27 23. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
28 2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with

1 a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
2 compensation at each employee's regular rate of pay for each workday that a rest period was not
3 provided.

4 24. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
5 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
6 and due, interest, penalties, expenses, and costs of suit.

7
8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Overtime Wages**

10 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

11 **(Against All DEFENDANTS)**

12 25. PLAINTIFFS reallege and incorporate by reference each and every allegation
13 contained in each and every aforementioned paragraph as though fully set forth herein.

14 26. Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3,
15 DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all
16 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
17 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
18 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
19 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
20 seventh consecutive day of work in any workweek.

21 27. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
22 employees entitled to the protections of Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
23 2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and
24 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
25 the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and
26 one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC
27 Wage Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFFS and CLASS
28 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS

1 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in
2 which PLAINTIFFS and CLASS MEMBERS worked; failing to properly maintain PLAINTIFFS'
3 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
4 PLAINTIFFS for each pay period; and other methods to be discovered.

5 28. In violation of California law, DEFENDANTS have knowingly and willfully
6 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
7 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS
8 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
9 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
10 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
11 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

12 29. DEFENDANTS' conduct described herein violates Labor Code §§ 510, 1194, 1198
13 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to Labor Code §§ 200, 203, 226, 1194,
14 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,
15 PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed
16 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

17
18 **FOURTH CAUSE OF ACTION**

19 **Failure to Timely Pay Wages During Employment**

20 **[Cal. Labor Code § 204]**

21 **(Against All DEFENDANTS)**

22 30. PLAINTIFFS reallege and incorporate by reference each and every allegation
23 contained in each and every aforementioned paragraph as though fully set forth herein.

24 31. Pursuant to California Labor Code § 204, for all labor performed between the 1st
25 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
26 employees between the 16th and 26th day of the month during which the labor was performed.
27 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
28 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees

1 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
2 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
3 no later than the payday of the next regular payroll period.

4 32. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
5 pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by
6 California Labor Code § 204.

7 33. Pursuant to California Labor Code § 210, failure to pay the wages of each employee
8 as provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1)
9 one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2)
10 two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%)
11 of the amount unlawfully withheld, for each subsequent violation.

12 34. DEFENDANTS' conduct described herein violates California Labor Code § 204.
13 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
14 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
15 Labor Code §§ 200, 210, 226, 1194, 1197.1, and other applicable provisions under the Labor Code
16 and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid
17 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
18 expenses, and costs of suit.

19
20 **FIFTH CAUSE OF ACTION**

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

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

23 **(Against All DEFENDANTS)**

24 35. PLAINTIFFS reallege and incorporate by reference each and every allegation
25 contained in each and every aforementioned paragraph as though fully set forth herein.

26 36. Pursuant to Labor Code § 201, 202, and 203, DEFENDANTS are required to pay
27 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
28 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of

1 discharge are due and payable immediately.

2 37. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
3 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
4 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
5 in which case the employee is entitled to his or wages at the time of quitting.

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

10 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
11 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
12 Labor Code §§ 201 and 202.

13 40. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
14 statutory penalties, including the waiting time penalties provided in Labor Code § 203, together
15 with interest thereon, as well as other available remedies.

16 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
18 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled
19 to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to Labor
20 Code §§ 1194.

21 **SIXTH CAUSE OF ACTION**

22 **Failure to Maintain Required Records**

23 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7]**

24 **(Against All DEFENDANTS)**

25 42. PLAINTIFFS reallege and incorporate by reference each and every allegation
26 contained in each and every aforementioned paragraph as though fully set forth herein.

27 43. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
28 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,

1 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
2 Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not limited to the
3 following records: total daily hours worked by each employee; applicable rates of pay; all
4 deductions; meal periods; time records showing when each employee begins and ends each work
5 period; and accurate itemized statements.

6 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
7 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
8 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS
9 and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited
10 to civil penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
11 expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code
12 § 226(e), as well as other available remedies.

13 14 **SEVENTH CAUSE OF ACTION**

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

16 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

17 **(Against All DEFENDANTS)**

18 45. PLAINTIFFS reallege and incorporate by reference each and every allegation
19 contained in each and every aforementioned paragraph as though fully set forth herein.

20 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
21 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
22 writing showing each employee's gross wages earned, total hours worked, all deductions made,
23 net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS and
24 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
25 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
26 IWC Wage Order No. 9-2001, § 7.

27 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
28 to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage

1 statements in accordance with Labor Code § 226(a).

2 48. As a proximate result of DEFENDANTS' unlawful actions and omissions;
3 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
4 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
5 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
6 civil penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
7 expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code
8 § 226(e), as well as other available remedies.

9
10 **EIGHTH CAUSE OF ACTION**

11 **Unfair and Unlawful Business Practices**

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

13 **(Against All DEFENDANTS)**

14 49. PLAINTIFFS reallege and incorporate by reference each and every allegation
15 contained in each and every aforementioned paragraph as though fully set forth herein.

16 50. Each and every one of DEFENDANTS' acts and omissions in violation of the
17 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
18 DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure
19 and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime
20 compensation, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
21 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
22 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
23 refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or
24 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
25 under California Business and Professions Code § 17200 *et seq.*

26 51. DEFENDANTS' violations of California wage and hour laws constitute a business
27 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
28 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and

1 CLASS MEMBERS.

2 52. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
3 rest periods, and other benefits as required by the Labor Code, the California Code of Regulations,
4 and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and
5 pay the correct sums of assessment to the state authorities under the Labor Code and other
6 applicable regulations.

7 53. As a result of DEFENDANTS' unfair and unlawful business practices,
8 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
9 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
10 to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS MEMBERS.

11 54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
12 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
13 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and CLASS
14 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFFS and
15 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
16 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

17
18 **NINTH CAUSE OF ACTION**

19 **Representative Action for Civil Penalties**

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

21 **(Against DEFENDANTS)**

22 55. GAPUZ incorporates each and every allegation contained in each and every
23 aforementioned paragraph as though fully set forth herein.

24 56. GAPUZ is an “aggrieved employees” within the meaning of California Labor Code
25 § 2699(c), and a proper representative who may bring a civil action on behalf of herself and other
26 current and former aggrieved employees of DEFENDANTS pursuant to the procedures specified
27 in California Labor Code § 2699.3, because DEFENDANTS employed GAPUZ, who alleges that
28 DEFENDANTS subjected her to violations of the California Labor Code during her, and other

1 aggrieved employees periods of employment.

2 57. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
3 Code §§ 2698, *et seq.*, GAPUZ seeks to recover civil penalties, including, but not limited to,
4 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, and IWC
5 Wage Order No. 9-2001, § 20, from DEFENDANTS in a representative action for the violations
6 set forth above, including, but not limited to, violations of California Labor Code §§ 201, 202,
7 203, 204, 221, 223, 224, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2802, and IWC
8 Wage Order 9-2001, §§ 3, 7, 11 and 12. GAPUZ is also entitled to an award of reasonable
9 attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

10 58. Pursuant to California Labor Code § 2699.3, GAPUZ gave written notice to the
11 California Labor and Workforce Development Agency ("LWDA") and to DEFENDANTS of the
12 specific provisions of the California Labor Code and IWC Wage Orders that she alleges
13 DEFENDANTS have violated along with the facts and theories supporting the alleged violations.

14 59. On May 25, 2024, GAPUZ sent notice to DEFENDANTS, notifying them of the
15 specific violations and the facts and theories supporting those violations. More than sixty (60)
16 days have passed since the date of the notice was mailed to the DEFENDANTS and the LWDA
17 has not provided GAPUZ with notice of its intent to investigate GAPUZ'S allegations.
18 Therefore, GAPUZ has complied with all of the requirements set forth in California Labor Code
19 § 2699.3 to commence a representative action against DEFENDANTS on behalf of herself and
20 other similarly aggrieved employees.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFFS, individually, and on behalf of all other persons similarly
24 situated and aggrieved, respectfully pray for relief against DEFENDANTS and DOES 1 through
25 100, inclusive, and each of them, as follows:

- 26 1. For compensatory damages in an amount to be ascertained at trial;
27 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
28 as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;

1 3. For meal and rest period compensation pursuant to Labor Code § 226.7 and IWC
2 Wage Order No. 9-2001;

3 4. For liquidated damages pursuant to Labor Code § 1194.2 and 1197.1;

4 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
5 violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging
6 in the unlawful business practices complained of herein;

7 6. For waiting time penalties pursuant to Labor Code § 203;

8 7. For statutory and civil penalties according to proof, including but not limited to all
9 penalties authorized by the Labor Code §§ 226(e) and 2699;

10 8. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§
11 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision
12 providing for pre-judgment interest;

13 9. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194, 2699,
14 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for
15 attorneys' fees and costs;

16 10. For declaratory relief;

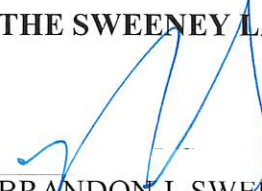
17 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
18 Seventh and Eighth Causes of Action as a class action;

19 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS'
20 counsel as class counsel; and

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

22 Dated: November 13, 2024

THE SWEENEY LAW FIRM, APC

23
24 By: 

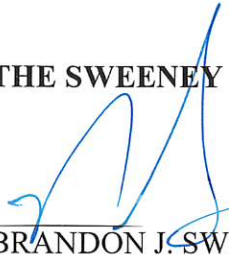
BRANDON J. SWEENEY

*Attorneys for Plaintiffs NELIA FUMERA
and JOSEFINA GAPUZ, and all other
similarly situated non-exempt former and
current employees*

1
2 PLAINTIFF, on behalf of himself and all others similarly situated, hereby demands a jury
3 trial with respect to all issues triable of right by jury.
4

5 Dated: November 13, 2024

THE SWEENEY LAW FIRM, APC

6
7 By:  _____
8 BRANDON J. SWEENEY
9 *Attorneys for Plaintiffs NELIA FUMERA*
10 *and JOSEFINA GAPUZ, and all other*
11 *similarly situated non-exempt former and*
12 *current employees*
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NAME: *Fumera, et al. v. LBC Mundial Corporation*

CASE NO.: CGC-23-608960

I declare as follows:

I am employed in the County of Los Angeles, California. I am over the age of 18 years, and not a party to the within action; my business address is The Sweeney Law Firm, 15303 Ventura Blvd., Suite 900, Sherman Oaks, California 91403. I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

On November 13, 2024, I served a true and correct copy, with all exhibits, of the following document(s) described as follows:

FIRST AMENDED COMPLAINT

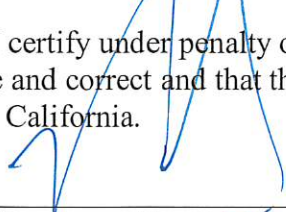
☒ **By Regular US Mail.** On the party or parties named below, by following ordinary business practice, placing a true copy thereof enclosed in a sealed envelope, for collection and mailing with a United States Postal Service, where it would be deposited for first class delivery, postage fully prepaid, in the United States Postal Service, that same day in the ordinary course of business.

☒ **By electric service.** Based upon a court order authorizing electronic service, I caused a true and correct copy of the document(s) to be electronically served on counsel of record listed on the below Service List:

SERVICE LIST

GORDON & REES, SCULLY & MANSUKHANI Linh T. Hau (lhua@grsm.com) Renee Corona (rcorona@grsm.com) 3 Parkcenter Drive, Suite 200 Sacramento, CA 95825	<i>Attorneys for Defendant LBC MUNDIAL CORPORATION</i>
LAW OFFICE OF JONATHAN J. MOON Jonathan J. Moon, Esq. jmoon@jmoonlaw.com 18000 Studebaker Road, Suite 700 Cerritos, CA 90703	<i>Attorneys for Plaintiffs NELIA FUMERA and JOSEFINA GAPUZ</i>

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 13, 2024, at Sherman Oaks, California.

By: 
Signature of Declarant

By: Brandon J. Sweeney
Name of Declarant

1 **THE SWEENEY LAW FIRM**
2 **BRANDON J. SWEENEY (SBN 278532)**
3 E-Mail: bsweeney@thesweeneylawfirm.com
4 15303 Ventura Blvd., Suite 900
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6 Telephone: (818) 380-3051
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8 *Attorneys for Plaintiffs NELIA FUMERA and JOSEFINA GAPUZ,*
9 *And all other similarly situated non-exempt former and current employees*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

12 **NELIA FUMERA and JOSEFINA GAPUZ**
13 on behalf of themselves and other similarly
14 situated non-exempt former and current
15 employees,

16 **Plaintiffs,**

17 **vs.**

18 **LBC MUNDIAL CORPORATION, a**
19 **California Corporation; and DOES 1 through**
20 **100, Inclusive,**

21 **Defendants.**

Case No.: CGC-23-608960

[Assigned for all purposes to the Honorable
Anne-Christine Massullo, Dept. 613]

**JOINT STIPULATION TO ALLOW
PLAINTIFF TO FILE A FIRST AMENDED
COMPLAINT; [PROPOSED] ORDER**
AC

Complaint Filed: September 11, 2023
Trial Date: TBD

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JOINT STIPULATION TO ALLOW PLAINTIFF TO FILE A FIRST AMENDED COMPLAINT; [PROPOSED]
ORDER-1-

FILED
San Francisco County Superior Court

NOV. 13 2024

CLERK OF THE COURT
BY: *Christina Green*
Deputy Clerk



AK
PROPOSED ORDER

Based on the Parties' stipulation and for good cause appearing therefore, **IT IS HEREBY ORDERED** that:

Plaintiffs Nelia Fumera and Josefina Gapuz may file a First Amended Complaint to add a Ninth Cause of Action for violations of California Labor Code § 2698 *et seq.*, ("PAGA").

IT IS SO ORDERED.

Dated: 11/13/24

Am J.S. Cheng

The Honorable ~~Anne-Christine Massullo~~
Judge of the Superior Court

*ANDREW
Y.S. CHENG*

1 **THE SWEENEY LAW FIRM**

2 **BRANDON J. SWEENEY (SBN 278532)**

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8 *Attorneys for Plaintiffs NELIA FUMERA and JOSEFINA GAPUZ,*
9 *and all other similarly situated non-exempt former and current employees*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

12 **NELIA FUMERA and JOSEFINA GAPUZ**
13 **on behalf of themselves and other similarly**
14 **situated non-exempt former and current**
15 **employees,**

16 **Plaintiffs,**

17 **vs.**

18 **LBC MUNDIAL CORPORATION, a**
19 **California Corporation; and DOES 1 through**
20 **100, Inclusive,**

21 **Defendants.**

Case No.: CGC-23-608960

Assigned To: Hon. Anne-Christine Massullo

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Timely Pay Wages During Employment;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Statements;
8. Unfair and Unlawful Business Practices;
9. Penalties Under Labor Code Private Attorneys General Act; and

[DEMAND FOR JURY TRIAL]

1 bring this class and representative action to recover, among other things, wages and penalties from
2 unpaid wages earned and due as a result of DEFENDANTS' uniformly illegal business policies
3 including, but not limited to, unpaid and illegally calculated overtime compensation, illegal meal
4 and rest period policies, failure to pay all wages due to discharged or quitting employees, failure
5 to maintain required records, failure to provide accurate itemized wage statements, failure to
6 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,
7 and interest, attorneys' fees, costs, and expenses.

8 7. PLAINTIFFS bring this action on behalf of themselves and other similarly situated
9 individuals and aggrieved employees ("CLASS MEMBERS"), including: all current and former
10 non-exempt employees of DEFENDANTS in the State of California at any time within the period
11 beginning from four years prior to the filing of this action and ending at the time this action settles
12 or proceeds to final judgment ("CLASS PERIOD"). PLAINTIFFS reserve the right to name
13 additional class representatives.

14 DEFENDANTS

15 8. PLAINTIFFS are informed and believe, and thereon allege, that LBC is, and at all
16 times relevant hereto was, a corporation organized and existing under the laws of the State of
17 California. PLAINTIFFS are further informed and believe, and thereon allege, that LBC is
18 authorized to conduct business in the State of California, and has at all relevant times conducted
19 business in the State of California under California entity number c1291514. Specifically, upon
20 information and belief, LBC maintains offices and conducts business in the County of San
21 Francisco, State of California.

22 9. The true names and capacities of DOES 1 through 100 ("DOE DEFENDANTS"),
23 inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sues such
24 defendants under fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that
25 each defendant designated as a DOE is in some manner highly responsible for the occurrences
26 alleged herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged
27 herein, were proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFFS shall
28 seek leave of the court to amend this complaint to allege the true names and capacities of such

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

CLASS ACTION ALLEGATIONS

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

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

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

C. PLAINTIFFS' claims are typical of the class because DEFENDANTS subjected all non-exempt employees to the identical violations of the California Labor Code, the applicable IWC Wage Order, and the California Business and Professions Code.

D. PLAINTIFFS are able to fairly and adequately protect the interests of all members of the class because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to the class for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]

(Against All DEFENDANTS)

16. PLAINTIFFS reallege and incorporate by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS

1 a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
2 compensation at each employee's regular rate of pay for each workday that a rest period was not
3 provided.

4 24. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
5 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
6 and due, interest, penalties, expenses, and costs of suit.

7
8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Overtime Wages**

10 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

11 **(Against All DEFENDANTS)**

12 25. PLAINTIFFS reallege and incorporate by reference each and every allegation
13 contained in each and every aforementioned paragraph as though fully set forth herein.

14 26. Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3,
15 DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all
16 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
17 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
18 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
19 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
20 seventh consecutive day of work in any workweek.

21 27. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
22 employees entitled to the protections of Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
23 2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and
24 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
25 the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and
26 one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC
27 Wage Order No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFFS and CLASS
28 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS

1 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
2 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
3 no later than the payday of the next regular payroll period.

4 32. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
5 pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by
6 California Labor Code § 204.

7 33. Pursuant to California Labor Code § 210, failure to pay the wages of each employee
8 as provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1)
9 one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2)
10 two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%)
11 of the amount unlawfully withheld, for each subsequent violation.

12 34. DEFENDANTS' conduct described herein violates California Labor Code § 204.
13 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
14 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
15 Labor Code §§ 200, 210, 226, 1194, 1197.1, and other applicable provisions under the Labor Code
16 and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid
17 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
18 expenses, and costs of suit.

19
20 **FIFTH CAUSE OF ACTION**

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

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

23 **(Against All DEFENDANTS)**

24 35. PLAINTIFFS reallege and incorporate by reference each and every allegation
25 contained in each and every aforementioned paragraph as though fully set forth herein.

26 36. Pursuant to Labor Code § 201, 202, and 203, DEFENDANTS are required to pay
27 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
28 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of

1 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
2 Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not limited to the
3 following records: total daily hours worked by each employee; applicable rates of pay; all
4 deductions; meal periods; time records showing when each employee begins and ends each work
5 period; and accurate itemized statements.

6 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
7 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
8 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS
9 and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited
10 to civil penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
11 expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code
12 § 226(e), as well as other available remedies.

13
14 **SEVENTH CAUSE OF ACTION**

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

16 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

17 **(Against All DEFENDANTS)**

18 45. PLAINTIFFS reallege and incorporate by reference each and every allegation
19 contained in each and every aforementioned paragraph as though fully set forth herein.

20 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
21 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
22 writing showing each employee's gross wages earned, total hours worked, all deductions made,
23 net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS and
24 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
25 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
26 IWC Wage Order No. 9-2001, § 7.

27 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
28 to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage

1 CLASS MEMBERS.

2 52. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
3 rest periods, and other benefits as required by the Labor Code, the California Code of Regulations,
4 and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and
5 pay the correct sums of assessment to the state authorities under the Labor Code and other
6 applicable regulations.

7 53. As a result of DEFENDANTS' unfair and unlawful business practices,
8 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
9 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
10 to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS MEMBERS.

11 54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
12 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
13 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and CLASS
14 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFFS and
15 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
16 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

17
18 **NINTH CAUSE OF ACTION**

19 **Representative Action for Civil Penalties**

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

21 **(Against DEFENDANTS)**

22 55. GAPUZ incorporates each and every allegation contained in each and every
23 aforementioned paragraph as though fully set forth herein.

24 56. GAPUZ is an "aggrieved employees" within the meaning of California Labor Code
25 § 2699(c), and a proper representative who may bring a civil action on behalf of herself and other
26 current and former aggrieved employees of DEFENDANTS pursuant to the procedures specified
27 in California Labor Code § 2699.3, because DEFENDANTS employed GAPUZ, who alleges that
28 DEFENDANTS subjected her to violations of the California Labor Code during her, and other

1 3. For meal and rest period compensation pursuant to Labor Code § 226.7 and IWC
2 Wage Order No. 9-2001;

3 4. For liquidated damages pursuant to Labor Code § 1194.2 and 1197.1;

4 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
5 violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging
6 in the unlawful business practices complained of herein;

7 6. For waiting time penalties pursuant to Labor Code § 203;

8 7. For statutory and civil penalties according to proof, including but not limited to all
9 penalties authorized by the Labor Code §§ 226(e) and 2699;

10 8. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§
11 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision
12 providing for pre-judgment interest;

13 9. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194, 2699,
14 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for
15 attorneys' fees and costs;

16 10. For declaratory relief;

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

19 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS'
20 counsel as class counsel; and

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

22 Dated: October 11, 2024

THE SWEENEY LAW FIRM, APC

23
24 By: /s/Brandon J. Sweeney
25 BRANDON J. SWEENEY
26 Attorneys for Plaintiffs NELIA FUMERA
27 and JOSEFINA GAPUZ, and all other
28 similarly situated non-exempt former and
current employees

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 13, 2024, I electronically served JOINT STIPULATION TO ALLOW PLAINTIFF TO FILE A FIRST AMENDED COMPLAINT; ORDER via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: 11-13-24

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk