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Attorneys for Plaintiff ERICH TRAN and on behalf
of all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles
02/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ERICH TRAN, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

MARUKAI CORPORATION, a Hawaii
corporation doing business as MARUKAI
WHOLESALE MART; MARIE BREEN, an
individual, and DOES 1 through 100
inclusive,

Defendants.

CASE NO.: 24STCV12039

**FIRST AMENDED CLASS AND
REPRESENTATIVE 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 LABOR
CODE 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 \$35,000.00]

1 Plaintiff ERICH TRAN, on behalf of Plaintiff and all others similarly situated and aggrieved,
2 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 Marukai Corporation, doing business as Marukai Wholesale Mart, and any of its respective
7 subsidiaries or affiliated companies within the State of California (“MARUKAI”); and Marie Breen
8 (“BREEN” and collectively, with MARUKAI and DOES 1 through 100, as further defined below,
9 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
10 employees employed by or formerly employed by Defendants (“Class Members”).

11 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
12 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants, and
13 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
14 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
15 Plaintiff and all other current and former non-exempt employees of Defendants working within the
16 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
17 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply
18 with Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2,
19 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8,
20 510, 511, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5,
21 1475, 1695.55, 1771, 1774, 1197, 1197.1, 1197.5, 2800, 2802, 2810.3, 2810.5, 2699, among others,
22 California Code of Regulations, Title 8, Sections 3395, Business and Professions Code sections
23 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.
24 Plaintiff seeks to represent all employees of Marukai Corporation, doing business as Marukai
25 Wholesale Mart, and any of its respective subsidiaries or affiliated companies within the State of
26 California; and Marie and each of them, DOES 1 through 100, as well as their parents, subsidiaries
27 and affiliates (hereinafter, collectively, “Defendants”) working within three years preceding the date
28 of filing Notice with the LWDA and continuing past the LWDA Notice filing date into perpetuity

1 (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-
2 exempt employees of Defendants working within the Civil Penalty Period. Collectively, those
3 employees shall be known as “Aggrieved Employees” herein.

4 **PARTIES**

5 **A. Plaintiff**

6 3. Plaintiff ERICH TRAN is a resident of the State of California. At all relevant times
7 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
8 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, editing photos
9 and implementing social media strategies. Plaintiff is informed and believes, and based thereon
10 alleges, that Plaintiff ERICH TRAN worked for Defendants from approximately May of 2022 through
11 approximately December of 2023.

12 **B. Defendants**

13 4. Plaintiff is informed and believes and based thereon alleges that defendant MARUKAI
14 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
15 the laws of the State of Hawaii and doing business in the County of Los Angeles, State of California.
16 At all relevant times herein, MARUKAI employed Plaintiff and similarly situated employees within
17 the State of California.

18 5. Plaintiff is informed and believes and based thereon alleges that defendant BREEN is,
19 and at all times relevant hereto was, an individual residing in California, as well as the Plaintiff’s
20 manager at MARUKAI, and DOES 1 through 100, as further defined below.

21 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
23 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
26 is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
27 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy
28 in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other

1 defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include
2 MARUKAI, and any of their parent, subsidiary, or affiliated companies within the State of California,
3 as well as Individual BREEN and DOES 1 through 100 identified herein.

4 **JOINT LIABILITY ALLEGATIONS**

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

10 8. All of the acts and conduct described herein of each and every corporate defendant was
11 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
12 and the officers and management-level employees of said corporate employers. In addition thereto,
13 said corporate employers participated in the aforementioned acts and conduct of their said employees,
14 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
15 of said corporate employees, agents, and representatives, the defendant corporation respectively and
16 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
17 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
18 agents and representatives.

19 9. Plaintiff is informed and believes, and based thereon allege, that there exists such a
20 unity of interest and ownership between Defendants, and each of them, that their individuality and
21 separateness have ceased to exist.

22 10. Plaintiff is further informed and believes and based thereon alleges that Individual
23 BREEN and DOES 51 through 100 violated, or caused to be violated, the above-referenced and
24 below-referenced Labor Code provisions in violation of Labor Code section 558.1.

25 11. Plaintiff is informed and believes, and based thereon alleges that despite the formation
26 of the purported corporate existence of MARUKAI and DOES 1 through 50, inclusive (the “Alter Ego
27 Defendants”), they, and each of them, are one and the same with Individual BREEN and DOES 51
28 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following

1 reasons:

- 2 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
3 Defendants who personally committed the wrongful and illegal acts and violated the
4 laws as set forth in this Complaint, and who has hidden and currently hide behind the
5 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
6 other wrongful or inequitable purpose;
- 7 B. The Individual Defendants derive actual and significant monetary benefits by and
8 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
9 Defendants as the funding source for the Individual Defendants' own personal
10 expenditures;
- 11 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
12 and the Alter Ego Defendants, while really one and the same, were segregated to appear
13 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
14 statute, or accomplishing some other wrongful or inequitable purpose;
- 15 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
16 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
18 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
19 and at all relevant times mentioned herein were, used by the Individual Defendants as
20 mere shells and conduits for the conduct of certain of their, and each of their
21 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
22 the alter egos of the Individual Defendants;
- 23 E. The recognition of the separate existence of the Individual Defendants and the Alter
24 Ego Defendants would promote injustice insofar that it would permit defendants to
25 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
26 Code, and other statutory violations. The corporate existence of these defendants
27 should thus be disregarded in equity and for the ends of justice because such disregard
28 is necessary to avoid fraud and injustice to Plaintiff herein;

1 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
2 Defendants (and vice versa), and the fiction of their separate corporate existence must
3 be disregarded;

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

6 **JURISDICTION**

7 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
8 Civil Procedure section 410.10.

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

17 15. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
18 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
19 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
20 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
21 Labor Code section 2698, et seq. (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
22 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
23 Penalty Period.

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

28 17. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections

1 96, 98.6, 200, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232,
2 232.5, 233, 234, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552,
3 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1475, 1695.55, 1771, 1774,
4 1197, 1197.1, 1197.5, 2800, 2802, 2810.3, 2810.5, 2699, among others, California Code of
5 Regulations, Title 8, Sections 3395, Business and Professions Code sections 16600, 16700, and
6 17200, Government Code section 12952, as well as applicable Wage Orders.

7 18. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
8 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
9 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
10 specified in Labor Code section 2699.3.

11 19. On or around May 14, 2024, Plaintiff provided written notice pursuant to Labor Code
12 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of
13 various provisions of the Labor Code, including those provisions herein-described, to the LWDA, as
14 well as by certified mail, with return receipt requested to Defendants, and each of them.

15 20. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
16 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
17 hour violations under Labor Code section 2810.3 on May 14, 2024 by certified mail with return receipt
18 requested (the "PAGA Notice").

19 21. To the extent Defendants, or either of them, previously used the notice and cure
20 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
21 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
22 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
23 conference process pursuant to section 2699.3(f).

24 22. In the event that Defendants, or either of them, is/are determined to have satisfied
25 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
26 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
27 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

28 23. In the event that Defendants, or either of them, is/are determined to have, prior to

1 Plaintiff's PAGA Notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5,
2 from Plaintiff and/or his/her counsel, adequately taken all reasonable steps to be in compliance with
3 all provisions identified in Plaintiff's PAGA Notice, said defendant(s) is/are still liable for civil
4 penalties pursuant to section 2699(g)(1)-(3).

5 24. In the event that Defendants, or either of them is/are deemed to have adequately taken
6 all reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice
7 within sixty (60) days of receiving Plaintiff's PAGA Notice, said defendant(s) is/are still liable for
8 civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

9 25. Plaintiff is further informed and believes that within five (5) years of any of violations
10 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
11 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
12 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
14 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
15 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
16 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code sections 2699(g) or
17 2699(h) for remedying violations either prior to or after the serving of Plaintiff's PAGA Notice.
18 Regardless, as the Defendants' conduct giving rise to the violations detailed herein was and is
19 malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under
20 Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are
21 **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either
22 prior to or after the Employer's receipt of Plaintiff's PAGA Notice.

23 26. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
24 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
25 calendar days of the August 9, 2024 postmarked date of Plaintiff's PAGA Notice.

26 **FACTUAL BACKGROUND**

27 27. For at least four (4) years prior to the filing of this action and continuing to the present,
28 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of

1 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
2 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
3 consecutive work days in a work week without being properly compensated for hours worked in
4 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
5 worked on the seventh consecutive work day in a work week by, among other things, failing to
6 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
7 detriment of Plaintiff and Class Members.

8 28. For at least four (4) years prior to the filing of this Action and continuing to the present,
9 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
10 them, in violation of California state wage and hour laws as a result of, among other things, at times,
11 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
12 above the minimum wage to the detriment of Plaintiff and Class Members.

13 29. For at least four (4) years prior to the filing of this Action and continuing to the present,
14 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
15 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
16 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
17 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
18 unprovided meal periods as required by California wage and hour laws.

19 30. For at least four (4) years prior to the filing of this action and continuing to the present,
20 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of
21 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
22 thereof and failed to provide compensation for such unprovided rest periods as required by California
23 wage and hour laws.

24 31. For at least three (3) years prior to the filing of this action and continuing to the present,
25 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
26 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
27 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
28 premium wages, and vacation pay pursuant to Labor Code section 227.3.

1 32. For at least one (1) year prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
3 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
4 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate; and other such information as required by Labor Code section 226,
6 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
7 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

8 33. For at least one (1) year prior to the filing of this action and continuing to the present,
9 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
10 of their wages for labor performed in a timely fashion as required under Labor Code section 204.

11 34. For at least three (3) years prior to the filing of this action and continuing to the present,
12 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
13 in laundering mandatory work uniforms; and mileage and/or gas costs incurred in driving personal
14 vehicles for work-related purposes.

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

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

23 37. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
24 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
25 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
26 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
27 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
28 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper

1 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

2 38. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
3 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
4 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
5 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
6 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
7 of amounts owed.

8 **CLASS ACTION ALLEGATIONS**

9 39. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
10 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
11 former non-exempt employees of Defendants within the State of California at any time commencing
12 four (4) years preceding the filing of Plaintiff's complaint up until the time of final judgment in this
13 action (collectively referred to as "Class Members").

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

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

20 **A. Numerosity**

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

25 43. Accounting for employee turnover during the relevant periods necessarily increases
26 this number. Plaintiff alleges Defendants' employment records would provide information as to the
27 number and location of all Class Members. Joinder of all members of the proposed Class is not
28 practicable.

1 **B. Commonality**

2 44. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
5 worked at a proper overtime rate of pay?
- 6 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
7 all other time worked at the employee's regular rate of pay and a rate of pay that is
8 greater than the applicable minimum wage?
- 9 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
10 Members to take compliant meal periods?
- 11 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed or interrupted meal periods?
- 13 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
14 Members to take compliant rest periods?
- 15 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed rest periods?
- 17 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
18 Members upon termination or resignation all wages earned?
- 19 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
20 section 203?
- 21 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
22 Class Members with accurate wage statements?
- 23 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
24 Code section 204?
- 25 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
26 losses incurred in direct consequence of the discharge of their duties or by obedience
27 to the directions of Defendants as required under Labor Code section 2802?
- 28 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members

1 with compensation at their final rate of pay for vested paid vacation time?

2 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
3 section 17200, *et seq.*, by their unlawful practices as alleged herein?

4 N. Are Class Members entitled to restitution of wages under Business and Professions
5 Code section 17203?

6 O. Are Class Members entitled to costs and attorneys' fees?

7 P. Are Class Members entitled to interest?

8 **C. Typicality**

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

14 **D. Adequacy of Representation**

15 46. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
16 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
17 actions.

18 **E. Superiority of Class Action**

19 47. A class action is superior to other available means for the fair and efficient adjudication
20 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
21 and fact common to Class Members predominate over any questions affecting only individual Class
22 Members. Class Members, as further described therein, have been damaged and are entitled to
23 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
24 Labor Code at times, as set out herein.

25 48. Class action treatment will allow Class Members to litigate their claims in a manner
26 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
27 any difficulties that are likely to be encountered in the management of this action that would preclude
28 its maintenance as a class action.

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

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

5 50. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 51. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
11 the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 52. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
15 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

16 53. Four (4) years prior to the filing of the Complaint in this Action through the present,
17 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
18 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
19 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
20 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
21 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
22 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
23 early to work and leave late work without being able to clock in for all that time, to suffer under
24 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in
25 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
26 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company
27 meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through
28 security screenings and/or temperature checks off the clock; failing to include all forms of

1 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
2 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
3 where overtime was worked and the additional compensation was earned for the purpose of
4 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
5 manipulation of time entries; and by attempting but failing to properly implement an alternative
6 workweek schedule (“AWS”) (including, without limitation, by failing to implement a written
7 agreement designating the regularly scheduled alternative workweek in which the specified number
8 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
9 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees
10 in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
11 failing to register an AWS election with the State of California, as required by Labor Code section
12 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

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

18 55. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
19 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
20 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
21 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

22 **SECOND CAUSE OF ACTION**

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

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

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

28 58. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class

1 Members were entitled to receive minimum wages for all hours worked or otherwise under
2 Defendants' control.

3 59. For four (4) years prior to the filing of the Complaint in this Action through the present,
4 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
5 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
6 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
7 work and leave late work without being able to clock in for all that time, to suffer under Defendants'
8 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift
9 tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest
10 periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings
11 off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of
12 employee time entries; editing and/or manipulation of time entries to show less hours than actually
13 worked; failing to pay split shift premiums; and failing to pay reporting time pay] to the detriment of
14 Plaintiff and Class Members.

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

18 61. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
19 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
20 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
21 reasonable attorneys' fees and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Provide Meal Periods – Against All Defendants)**

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

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

28 64. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall

1 employ an employee for a work period of more than five (5) hours without a timely meal break of not
2 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
3 no employer shall employ an employee for a work period of more than ten (10) hours per day without
4 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
5 the employee is relieved of all of his or her duties.

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

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

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

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

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

27 **FOURTH CAUSE OF ACTION**

28 **(Failure to Provide Rest Periods – Against All Defendants)**

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

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

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

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

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

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

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

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

5 **FIFTH CAUSE OF ACTION**

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

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

9 79. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
11 Wage Orders.

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

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

23 82. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
24 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
25 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
26 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
27 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
28 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or

1 resignation.

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

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

8 85. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
9 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
10 waiting time penalties, interest, and their costs of suit, as well.

11 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

1 90. 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 Plaintiff
3 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
4 statements that Defendants knew were not accurate.

5 91. 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 in
9 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
10 wages and amounts deducted from wages to state and federal governmental agencies, among other
11 things.

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

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

20 ///

21 **SEVENTH CAUSE OF ACTION**

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

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

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

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

1 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
2 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

3 97. 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 98. 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 99. 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 hundred
16 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
17 subsequent violation in connection with each payment that was made in violation of Labor Code
18 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 100. 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)**

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

26 102. 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.

28 103. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify

1 his or her employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties . . .”

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

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

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

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

17 **NINTH CAUSE OF ACTION**

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

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

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

25 110. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
26 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
27 that Plaintiff’s employment contract with Defendants included paid vacations.

28 111. For at least four (4) years prior to the filing of this action and continuing to the present,

1 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
2 employees or former employees within the State of California with compensation at their final rate of
3 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

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

12 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

ELEVENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

119. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

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

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

122. At all relevant times herein, Defendants have had a consistent policy or practice of

1 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
2 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
3 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
4 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
5 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
6 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
7 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
8 connection with each payment that was made in violation of Labor Code section 204.

9 Civil Penalties Under Labor Code § 226.3

10 123. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with
12 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
13 earned; the name and address of each employer with whom they have been placed to work; all
14 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
15 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
16 securing the employer's services if the employer is a farm labor contractor; and other such information
17 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
18 it does not include for piece-rate work the information required therein including, without limitation,
19 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
20 rest and recovery periods

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

26 125. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
27 this section are in addition to any other penalty provided by law."

28 126. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and

1 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
2 set forth in the preceding paragraphs.

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

8 Violation of Labor Code § 558

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

- 13 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
14 pay period for which the employee was underpaid in addition to an amount sufficient
15 to recover underpaid wages;
- 16 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to an
18 amount sufficient to recover underpaid wages;
- 19 3) Wages recovered pursuant to this section shall be paid to the affected employee."

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

27 130. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

23 134. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
24 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
25 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
26 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
27 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

28 135. Plaintiff is informed and believes, and based thereon alleges, that Defendants have

1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

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

9 Violation of Labor Code § 1197.1

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

- 16 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
17 each underpaid employee for each pay period for which the employee is underpaid.
18 This amount shall be in addition to an amount sufficient to recover underpaid wages,
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.
- 21 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
22 (\$250) for each underpaid employee for each pay period for which the employee is
23 underpaid regardless of whether the initial violation is intentionally committed. This
24 amount shall be in addition to an amount sufficient to recover underpaid wages,
25 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
26 pursuant to Section 203.
- 27 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
28 203, recovered pursuant to this section shall be paid to the affected employee."

1 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
3 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
4 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
5 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
6 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the
7 proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
8 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

15 Civil Penalties Under Labor Code § 2699

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

22 141. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
23 of them, violated the Labor Code sections described in the preceding paragraphs, including, without
24 limitation, the following additional provisions of the Labor Code:

- 25 A. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
26 have or had a policy or practice of failing to provide Employee and other Aggrieved
27 Employees with all rights afforded to them under the Healthy Workplace Healthy
28 Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without

1 limitation, the amount of paid sick leave required to be provided pursuant to California
2 and local laws. Plaintiff is further informed and believes that the sick pay was not
3 provided at the proper regular of pay as required under California law due to failure to
4 properly calculate the regular rate. Plaintiff is additionally informed and believes that
5 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves
6 a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
7 believes that Defendants violated these Labor Code sections, as well as Labor Code
8 section 1198. As such, Plaintiff and other Aggrieved Employees have personally
9 suffered violations under these sections and Defendants would be liable for civil
10 penalties for violation of the paid sick leave regulations under Labor Code sections
11 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable
12 attorneys' fees and costs. Employee further informed and believes, and based thereon
13 alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Defendants would further be liable for civil penalties
15 pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 142. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
17 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
18 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
19 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

20 143. Moreover, Plaintiff and other Aggrieved Employees within the State of California
21 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
22 connection with their herein-described claims for civil penalties.

23 **DEMAND FOR JURY TRIAL**

24 144. Plaintiff demands a trial by jury on all causes of action contained herein.

25 **PRAYER**

26 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
27 prays for judgment against Defendants as follows:
28

- 1 A. An order certifying this case as a Class Action;
- 2 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
- 3 counsel as class counsel;
- 4 C. Damages for all wages earned and owed, including minimum and overtime wages
- 5 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and
- 6 1199 and 227.3;
- 7 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 8 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 9 among other Labor Code sections, 512, 558.1 and 226.7;
- 10 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
- 11 (e) and 558.1;
- 12 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 13 H. Penalties to timely pay wages under Labor Code section 210;
- 14 I. Damages under Labor Code sections 2802 and 558.1;
- 15 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
- 16 1197.1, and 2699;
- 17 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 18 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 19 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
- 20 the California Labor Code and requiring the establishment of appropriate and effective means to
- 21 prevent future violations;
- 22 M. Restitution of wages and benefits due which were acquired by means of any unfair
- 23 business practice, according to proof;
- 24 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 25 O. For attorneys' fees in prosecuting this action;
- 26 P. For costs of suit incurred herein; and
- 27 Q. For such other and further relief as the Court deems just and proper.
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Dated: January 9, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Megan R. Lazar
MEGAN R. LAZAR

Attorneys for Plaintiff ERICH TRAN and on
behalf of all others similarly situated and aggrieved

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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 mailing address is 1460 Westwood Blvd., Los Angeles, California 90024.

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Attorneys for Defendants MARUKAI CORPORATION and MARI BREEN

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

Executed on February 9, 2026, at Los Angeles, California.

Jennifer Echeverria