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Superior Court of California,
County of Alameda

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Attorneys for Plaintiffs

Maria Guadalupe Luna and Maria Socorro Silva

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MARIA GUADALUPE LUNA, and MARIA
SOCORRO SILVA, on behalf of themselves and
others similarly situated and the general public,

Plaintiffs,

v.

HARVEST FOOD PRODUCTS CO., INC.;
PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware Limited
Liability Company; and DOES 1 through 50,

Defendants.

Case No.: **24CV086206**

CLASS ACTION COMPLAINT

- (1) FAILURE TO PAY ALL HOURS WORKED**
- (2) UNPAID OVERTIME COMPENSATION**
- (3) MEAL PERIOD VIOLATIONS**
- (4) REST PERIOD VIOLATIONS**
- (5) WAGE STATEMENT VIOLATIONS**
- (6) WAITING TIME PENALTIES**
- (7) CIVIL PENALTIES - PRIVATE ATTORNEYS GENERAL ACT (PAGA)**
- (8) UNFAIR COMPETITION IN VIOLATION OF CAL. BUSINESS AND PROFESSIONS CODE §§ 17200 ET. SEQ**

JURY TRIAL DEMANDED

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I. INTRODUCTION

1. Plaintiff Maria Guadalupe Luna (hereinafter “PLAINTIFF LUNA”), and Plaintiff Maria Socorro Silva (hereinafter “PLAINTIFF SILVA”) (collectively “PLAINTIFFS”) submit this Complaint against Harvest Food Products Co., Inc. (hereinafter “DEFENDANT HARVEST”), Partners Personnel – Management Services, LLC (hereinafter “DEFENDANT PARTNERS PERSONNEL”) and DOES 1-50 (hereinafter “DOES”) (collectively “DEFENDANTS”). The allegations below are made on PLAINTIFFS’ information and belief:

2. This putative class action complaint is submitted by PLAINTIFFS for the purpose of prosecuting claims on their behalf and on behalf of the putative class identified below. PLAINTIFFS identify violations of California Labor Code §§ 201-204, 221, 223, 226.7, 510, 512, 1174, and 1194, California Business and Professions Code § 17200, et seq., (Unfair Practices Act), Labor Code §§2698, et seq. (Private Attorneys General Act of 2004 or the “PAGA”) and Industrial Welfare Commission Wage Orders (“Wage Orders”). This complaint challenges systemic, illegal employment practices by DEFENDANTS resulting in violations of the aforementioned statutes and authorities.

3. The “PAGA,” codified in Cal. Labor Code §2698, et seq. allows a private citizen to pursue civil penalties on behalf of the State of California’s Labor and Workforce Development Agency (“LWDA”). Aggrieved employees like PLAINTIFFS are allowed to seek civil penalties not only for violations that they personally suffered but also for violations made against “other current or former employees” pursuant to Cal. Labor Code §2699(a).

II. JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court because the alleged damages exceed thirty-five thousand dollars (\$35,000.00).

5. Venue is proper because DEFENDANT HARVEST'S principal office is within the county of Alameda, located at 710 Sandoval Way, Hayward, California where PLAINTIFFS and putative class members worked.

III. PARTIES

6. PLAINTIFF LUNA is a competent individual who was employed by DEFENDANTS as a non-exempt, hourly employee.

7. PLAINTIFF SILVA is a competent individual who was employed by DEFENDANTS as a non-exempt, hourly employee.

8. DEFENDANT HARVEST, a food manufacturing company, is, and at all times herein mentioned, a corporation organized and existing under the laws of the State of California and registered to do business in the State of California.

9. DEFENDANT HARVEST, through its policies and employment practices, directly or indirectly, or through an agent or any other person, exercised control over the wages, hours, and working conditions of PLAINTIFFS and putative class members.

10. DEFENDANT PARTNERS PERSONNEL is, and at all times herein mentioned, a limited liability company organized and existing under the laws of the State of Delaware and registered to do business in the State of California.

11. DEFENDANT PARTNERS PERSONNEL is a staffing agency that hired PLAINTIFFS to work at the food manufacturing facility of DEFENDANT HARVEST.

12. At all times herein mentioned, DEFENDANTS are or were corporations, business entities, individuals, and/or partnerships, doing business in the State of California. As such, and based upon all the facts and circumstances incident to DEFENDANTS' business in California, DEFENDANTS are subject to California laws that regulate the employment and working conditions of employees in California including but not limited to California Labor Code §§ 201-204, 221, 223, 226.7, 510, 512,

1174, and 1194, California Business and Professions Code § 17200, et seq., (Unfair Practices Act), Labor Code §§2698, et seq. (Private Attorneys General Act of 2004 or the “PAGA”) and the applicable Wage Orders.

13. PLAINTIFFS do not know the true names or capacities of the DEFENDANTS sued herein as DOES 1 through 50, inclusive, and for that reason, said DEFENDANTS are sued under such fictitious names, and PLAINTIFFS pray leave to amend this complaint when the true names and capacities are known. PLAINTIFFS believe and thereon allege that each of said fictitious DEFENDANTS was responsible in some way for the matters alleged herein and proximately caused PLAINTIFFS and members of the class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

IV. STATEMENT OF FACTS

14. On or about October 17, 2023, DEFENDANT PARTNERS PERSONNEL, a staffing agency, hired PLAINTIFFS to work at the food manufacturing facility of DEFENDANT HARVEST as nonexempt line workers.

15. The claim period for the class action (“CLASS PERIOD”) is the four years preceding the filing of this action, through the present.

16. DEFENDANT HARVEST trained PLAINTIFFS and putative class members on its policies and practices of donning and doffing personal protective equipment (“PPE”).

17. Prior to clocking in the start of their shifts, PLAINTIFFS and putative class members were required by DEFENDANT HARVEST to put on PPE which consisted of a hair cap, white robe, gloves and mask resulting in unpaid off-the-clock work.

18. PLAINTIFFS and putative class members were also required by DEFENDANT HARVEST to clean their shoes, wash their hands, put on plastic sleeves and a plastic apron before clocking in the start of their shifts resulting in unpaid off-the-clock work.

1 19. At the end of their shifts, PLAINTIFFS and putative class members were required to
2 remove their PPE after DEFENDANT HARVEST clocked them out of their shifts.

3 20. Due to DEFENDANT HARVEST'S PPE policy and practice, DEFENDANTS failed to
4 compensate PLAINTIFF and putative class members for the time it took them to put on and remove their
5 PPE. Additionally, DEFENDANTS failed to compensate PLAINTIFFS and putative class members for
6 the time it took them to engage in pre and post shift tasks such as going to the locker room, washing their
7 hands, cleaning their shoes and similar hygiene practices required by DEFENDANT HARVEST pre and
8 post their shifts.
9

10 21. During the course of their employment, PLAINTIFFS and putative class members worked
11 five (5) or more days per workweek for DEFENDANTS and were regularly scheduled to work shifts of
12 eight (8) or more hours per day, or forty (40) or more hours per week.

13 22. DEFENDANTS failed to compensate PLAINTIFFS and putative class members for all of
14 their hours worked at their regular and overtime rates. DEFENDANTS only compensated PLAINTIFF
15 and putative class members for scheduled shifts. However, DEFENDANTS required PLAINTIFF and
16 putative class members to perform tasks before and after their scheduled shifts. PLAINTIFFS and
17 putative class members were not compensated for this time.
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19 23. The meal periods of PLAINTIFFS and putative class members were not lawful as they
20 lasted less than thirty minutes.
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22 24. DEFENDANT HARVEST scheduled PLAINTIFFS and putative class members to take a
23 thirty-minute meal period every shift. DEFENDANT HARVEST required PLAINTIFFS and putative
24 class members to remove their PPE during the start of their meal period before they could take their meal
25 periods in the break room.

26 25. Prior to the end of their meal period, DEFENDANT HARVEST required PLAINTIFFS
27 and putative class members to put on their PPE before they went back to their workstations.
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1 26. Due to the policy and practice of DEFENDANT HARVEST to require PLAINTIFFS and
2 putative class members to put on and remove their PPE within their thirty-minute meal period, the meal
3 periods of PLAINTIFFS and putative class members were short in that they enjoyed less than thirty
4 minutes of meal period.

5 27. DEFENDANTS failed to properly compensate PLAINTIFFS and putative class members
6 for hours worked and time spent under DEFENDANTS' control during their meal periods.

7 28. DEFENDANTS failed to compensate PLAINTIFFS and similarly aggrieved employees
8 an hour of pay at their regular hourly rates for each day PLAINTIFFS and similarly aggrieved employees
9 were not provided with proper meal periods.

10 29. DEFENDANT HARVEST also required PLAINTIFFS and putative class members to
11 remove their PPE during the start of their rest breaks and to put their PPE back on before the end of their
12 rest breaks.

13 30. DEFENDANTS failed to properly compensate PLAINTIFFS and putative class members
14 for hours worked and time spent under DEFENDANTS' control during their rest breaks.

15 31. DEFENDANTS failed to compensate PLAINTIFFS and similarly aggrieved employees
16 an hour of pay at their regular hourly rates for each day PLAINTIFFS and similarly aggrieved employees
17 were not provided with proper rest breaks.

18 32. Because DEFENDANTS' policies forced PLAINTIFFS and similarly aggrieved
19 employees to work off-the-clock, DEFENDANTS did not keep the required accurate records showing
20 total hours worked. PLAINTIFFS and similarly aggrieved employees, therefore, have not been able to
21 ascertain if they have been properly compensated or not each pay period.

22 33. As a result, DEFENDANTS failed to provide PLAINTIFFS and similarly aggrieved
23 employees with accurate itemized wage statements that should have noted all actual hours worked and
24 accurate rates of pay and the premium wages due for meal and rest break violations.

1 34. PLAINTIFFS and separated putative class members (those who are no longer employed
2 by DEFENDANTS) are owed waiting time penalties because upon their separation, they were not paid
3 all the money and compensations owed to them including regular wages, overtime compensation, and
4 meal and rest period compensation.

5 **V. CLASS ACTION ALLEGATIONS**

6 35. **DEFINITION:** PLAINTIFFS bring this action on behalf of themselves and a putative
7 class of similarly situated employees pursuant to California Code of Civil Procedure § 382. The class is
8 defined as:
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10 **“All current and former hourly or non-exempt employees of**
11 **DEFENDANT HARVEST and all current and former hourly or non-**
12 **exempt employees of DEFENDANT PARTNERS PERSONNEL**
13 **assigned to work at DEFENDANT HARVEST who worked in the State**
 of California at any time from four years from the date of the filing of
 this action through the entry of final judgment in this action.”

14 36. **NUMEROSITY AND ASCERTAINABILITY:** The members of the class are so
15 numerous that joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed
16 and believe that there are over two hundred (200) employees working for DEFENDANT HARVEST in
17 California at any one time. The identity of putative class members is readily ascertainable by review of
18 DEFENDANTS’ records. Notice can be provided to DEFENDANTS’ employees using techniques and
19 a form of notice similar to those customarily used in class action lawsuits.
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21 37. PLAINTIFFS are informed, believe, and based thereon allege that DEFENDANTS’
22 employees are denied: a) pay for all hours worked b) overtime compensation; c) meal period premium
23 pay; d) rest period premium pay; e) accurate, itemized wage statements; and f) waiting time penalties.

24 38. **ADEQUACY OF REPRESENTATION:** PLAINTIFFS are members of the putative
25 class. PLAINTIFFS do not have any conflicts of interest with other putative class members and will
26 prosecute the case vigorously on behalf of the putative class. PLAINTIFFS will fairly and adequately
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1 represent and protect the interests of putative class members. PLAINTIFFS' counsel is competent and
2 experienced in litigating wage and hour class actions.

3 **39. SUPERIORITY OF CLASS ACTION:** A class action is superior to all other available
4 means of fair and efficient adjudication of this controversy. Individual joinder of all putative class
5 members is not practicable, and questions of law and fact common to the putative class predominate over
6 any questions affecting only individual members of the class. DEFENDANTS' employees have been
7 damaged and are entitled to recovery by reason of DEFENDANTS' unlawful policies and/or practices
8 described herein. Because the damages suffered by individual putative class members may be relatively
9 small, albeit significant, the expense and burden of individual litigation make it impractical for most
10 putative class members to seek individual redress for the wrongful conduct alleged. Class action
11 treatment will allow those similarly situated persons to litigate their claims in the manner that is most
12 efficient and economical for the parties and the judicial system.

13
14 **40.** The Labor Code and applicable Wage Orders are broadly remedial in nature. These laws
15 and labor standards serve an important public interest in establishing minimum working conditions and
16 standards in California. These laws and labor standards protect the average working employee from
17 exploitation by employers who may seek to take advantage of superior economic conditions and
18 bargaining power in setting onerous terms and conditions of employment.

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20 **41.** The nature of this action and the format of laws available to PLAINTIFFS and members
21 of the putative class identified herein make the class action format a particularly efficient and appropriate
22 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
23 lawsuit, the corporate DEFENDANTS would necessarily gain an unconscionable advantage since it
24 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
25 superior financial and legal resources. Requiring each putative class member to pursue an individual
26 remedy would also discourage the assertion of lawful claims by employees who would be disinclined to
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1 file an action against their former and/or current employer for real and justifiable fear of retaliation and
2 permanent damage to their careers at subsequent employment.

3 42. The prosecution of separate actions by individual putative class members, even if possible,
4 would create a substantial risk of: (a) Inconsistent or varying adjudications with respect to individual
5 putative class members against the DEFENDANTS, which would establish potentially incompatible
6 standards of conduct for the DEFENDANTS; and/or (b) Adjudications with respect to individual putative
7 class members which would, as a practical matter, be dispositive of the interest of the other putative class
8 members not parties to the adjudications, or which would substantially impair or impede the ability of
9 DEFENDANTS' aggrieved employees to protect their interests. Further, the claims of the individual
10 members of the putative class are not sufficiently large to warrant vigorous individual prosecution
11 considering all of the concomitant costs and expenses.
12

13 43. **COMMON QUESTION OF LAW AND FACT:** There are questions of law and fact
14 common to putative class members that predominate over any questions affecting only individual
15 members of the class. These common questions of law and fact include:
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- 17 a. Whether DEFENDANTS have failed to pay employees for all hours worked;
- 18 b. Whether DEFENDANTS have failed to pay employees overtime compensation;
- 19 c. Whether DEFENDANTS have failed to provide compensation to employees who were
20 not provided rest periods in accordance with applicable law;
- 21 d. Whether DEFENDANTS have failed to provide compensation to employees who were
22 not provided meal periods in accordance with applicable law;
- 23 e. Whether wage statements provided to DEFENDANTS' employees are adequate under
24 applicable law, and whether employees are entitled to receive statutory penalties from
25 DEFENDANTS for each wage statement violation committed; and
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1 f. Whether DEFENDANTS willfully failed to pay all wages due to DEFENDANTS'
2 employees who were discharged or quit, and whether such employees are entitled to
3 receive statutory penalties from DEFENDANTS for each violation committed.

4 44. **TYPICALITY:** PLAINTIFFS' claims are typical to the claims of all members of the
5 putative class. PLAINTIFFS are members of the putative class and has suffered the alleged, class-wide
6 violations described herein.

7
8 **VI. DAMAGES**

9 45. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, PLAINTIFFS
10 and putative class members are owed, among other things, payments for all hours worked, overtime hours
11 worked, meal period premiums, rest period premiums, wage statement violation, waiting time penalties,
12 and other statutory penalties in an amount that exceeds \$35,000. The precise amount of which will be
13 proven at trial.

14
15 **FIRST CAUSE OF ACTION**

16 *(Failure to Pay All Hours Worked)*

17 46. PLAINTIFFS reallege and incorporate by reference the allegations of paragraphs above.

18 47. Pursuant to the applicable Wage Orders and Cal. Labor Code §§ 201, 202, 204, 500, 512
19 and 1194, DEFENDANTS were required to compensate PLAINTIFFS and putative class members for
20 all hours worked.

21 48. DEFENDANTS failed to compensate PLAINTIFFS and putative class members for all
22 their hours worked including off-the-clock hours worked.

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24 49. PLAINTIFFS, on behalf of themselves and putative class members, requests relief as
25 described below.

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1 \$100.00 for each subsequent violation, up to a maximum of \$4,000.00 per person pursuant to Labor Code
2 § 226, as well as reasonable attorney's fees and costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 *(Waiting Time Penalties)*

5 66. PLAINTIFFS reallege and incorporate the above allegations by reference.

6 67. California Labor Code § 201 requires an employer who discharges an employee to pay all
7 compensation due to that employee immediately upon discharge.
8

9 68. California Labor Code § 202 requires an employer to pay all compensation due to
10 employees who quit within 72 hours of that employee quitting, unless the employee provides at least 72
11 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of
12 work.

13 69. Labor Code § 203 provides that if an employer willfully fails to pay compensation as
14 required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of continued
15 compensation of up to 30 workdays.
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17 70. DEFENDANTS willfully failed and refused to timely pay compensation and wages to
18 PLAINTIFFS and other separated putative class members at the end of their employment.

19 71. As a result, DEFENDANTS are liable to PLAINTIFFS and other separated employees of
20 DEFENDANTS for waiting time penalties pursuant to Labor Code § 203.
21

22 **SEVENTH CAUSE OF ACTION**

23 *(Civil Penalties Pursuant to Private Attorneys General Act)*

24 *(Labor Code §§ 2698, et seq.)*

25 72. PLAINTIFFS reallege and incorporate the above allegations by reference.

26 73. Pursuant to the foregoing violations of statutes and regulations permit PLAINTIFFS to
27 recover civil penalties through this action on behalf of himself and other current and former employees
28

1 of DEFENDANTS. The PAGA imposes a civil penalty of one hundred dollars (\$100) per pay period, per
2 aggrieved employee for initial violations, and two hundred (\$200) per pay period per aggrieved employee
3 for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
4 provided.

5 74. DEFENDANTS' violations of California wage and hour laws enable PLAINTIFFS to
6 recover civil penalties as aggrieved employee on behalf of themselves and other current and former
7 employees of DEFENDANTS.
8

9 75. PLAINTIFFS have complied with the procedural requirements specified in Labor Code
10 §2699.3. PLAINTIFFS have therefore exhausted all administrative procedures required under Labor
11 Code §§2698, 2699 and 2699.3, and are justified as a matter of right in bringing forward this cause of
12 action.

13 76. On May 8, 2024, PLAINTIFFS, through counsel, pursuant to the PAGA, sent via certified
14 mail a letter-notice of violations to DEFENDANTS, as required by Labor Code §2699.3. A copy of this
15 letter-notice is attached to this Complaint as Exhibit "A."
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17 77. Sixty-five (65) calendar days have passed since the postmark date of PLAINTIFFS'
18 notices and the LWDA has not notified PLAINTIFFS' counsel that it does not intend to investigate the
19 allegations. Pursuant to Labor Code §2699.3 (a)(2)(A), PLAINTIFFS may commence a civil action
20 pursuant to Labor Code §2699.
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22 78. As a result of DEFENDANTS' violation of numerous provisions of the Labor Code,
23 PLAINTIFFS seek all civil penalties, reasonable attorney's fees and costs available pursuant to Labor
24 Code §2699.

25 79. PLAINTIFFS are likely to have evidentiary support, after research and reasonable
26 opportunity for further investigation and discovery, to further prove penalties and violations.
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1 PLAINTIFFS will amend this complaint if appropriate and required to seek all applicable penalties for
2 violations which the LWDA has failed to investigate and/or failed to issue a citation.

3 80. Pursuant to Labor Code §2699(i), PLAINTIFFS, as aggrieved employees on behalf of
4 themselves and other current and former employees of DEFENDANTS, should be awarded twenty-five
5 percent (25%) of all penalties due under California law, interest, attorneys' fees and costs. The LWDA
6 should be awarded seventy-five percent (75%) of the penalties due and awarded.

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8 **EIGHTH CAUSE OF ACTION**

9 *(Business and Professions Code § 17200 et seq. violations.)*

10 81. California Business and Professions Code § 17200 et. seq. prohibits acts of unfair
11 competition including any “unlawful and unfair business practices.”

12 82. The conduct of DEFENDANTS, as alleged herein, has been and continues to be unfair,
13 unlawful, and deleterious to PLAINTIFFS and putative class members, and to the general public.

14 83. PLAINTIFFS hereby seek to enforce important rights affecting the public interest within
15 the meaning of Code of Civil Procedure § 1021.5. PLAINTIFFS are “persons” within the meaning of
16 Business and Professions Code § 17204 and therefore have standing to bring this suit for injunctive relief
17 and restitution.

18 84. The prompt and proper payment of wages is a fundamental public policy of the State of
19 California. It is also the public policy of the State to enforce minimum labor standards ensuring that
20 employees are not required or permitted to work under substandard and unlawful conditions and to
21 protect those employers who comply with the law from losing competitive advantage to other employers
22 that fail to comply with labor standards and requirements.

23 85. Through the conduct alleged herein, DEFENDANTS acted contrary to these public
24 policies and have thus engaged in unlawful and/or unfair business practices in violation of Business and
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1 Professions Code §§ 17200 et. seq. depriving PLAINTIFFS and putative class members the rights,
2 benefits, and privileges guaranteed to employees under California law.

3 86. Beginning at an exact date unknown to PLAINTIFFS, but at least four years prior to the
4 filing of this action, DEFENDANTS have committed unlawful, unfair, and/or fraudulent business acts
5 and practices as defined by Cal. Business & Professions Code § 17200, by engaging in the following:

- 6 1. Failing to pay all hours worked at the proper rates for PLAINTIFFS and putative class
7 members
- 8 2. Failing to pay all overtime worked at the proper rates for PLAINTIFFS and putative class
9 members;
- 10 3. Failing and refusing to authorize and permit proper rest breaks to PLAINTIFFS and putative
11 class members;
- 12 4. Failing to pay all accrued rest break compensation to PLAINTIFFS and putative class
13 members;
- 14 5. Failing and refusing to authorize and permit proper meal periods to PLAINTIFFS and
15 putative class members;
- 16 6. Failing to pay all accrued meal break compensation to PLAINTIFFS and putative class
17 members;
- 18 7. Failing to provide accurate itemized wage statements to PLAINTIFFS and putative class
19 members; and
- 20 8. Failing to pay all wages owed to PLAINTIFFS and putative class members at the end of
21 their employment.

22 87. By engaging in these business practices, which are unfair and unlawful within the meaning
23 of Business and Professions Code §§ 17200 et. seq., DEFENDANTS harm PLAINTIFFS, putative class
24 members, and the general public, and have gained an unfair competitive edge.

1 88. Under Business and Professions Code § 17203, PLAINTIFFS are entitled to obtain
2 restitution on behalf of themselves and others similarly affected by the unfair and/or unlawful business
3 practices as set forth herein.

4 89. Pursuant to Business and Professions Code § 17202, PLAINTIFFS are entitled to specific
5 reliefs enforcing the penalty provisions of various Labor Code sections for themselves and for members
6 of the general public in amounts to be proven at trial. Failure to enforce the penalties due would result in
7 the unlawful enrichment of DEFENDANTS and would promote unfair competition.
8

9 90. Pursuant to Business & Professions Code § 17203, injunctive relief is necessary to prevent
10 DEFENDANTS from continuing to engage in the unfair business practices as alleged herein.

11 91. PLAINTIFFS allege, on information and belief, that DEFENDANTS, and persons acting
12 in concert with them, have committed and will continue to commit the above-described unlawful and/or
13 unfair acts unless restrained or enjoined by this Court. Unless the relief prayed for below is granted, a
14 multiplicity of actions will result. PLAINTIFFS and other interested persons have no plain, speedy, or
15 adequate remedy at law, in that pecuniary compensation alone would not afford adequate and complete
16 relief. The above-described acts will cause great and irreparable damage to PLAINTIFFS and other
17 interested persons unless DEFENDANTS are restrained from committing further illegal acts.
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19 92. PLAINTIFFS' success in this action will result in the enforcement of important rights
20 affecting the public and will confer a significant benefit upon the general public. Private enforcement of
21 the rights enumerated in this Complaint are necessary, as public agencies have only sought limited
22 enforcement of those rights, if any. The named PLAINTIFFS individually, and by and through counsel,
23 is incurring a financial burden in pursuing this action on behalf of the general public. PLAINTIFFS seek
24 to enjoin the above-referenced unlawful actions under California's Labor Code and Industrial Welfare
25 Commission Wage Orders. Therefore, PLAINTIFFS seek an award of attorneys' fees and costs of suit
26 on this action pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws.
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VII. PRAYER

WHEREFORE, PLAINTIFFS on their own behalf and on the behalf of the members of the putative class, prays for judgment as follows:

1. For an order certifying the proposed class;
2. For compensatory and consequential damages;
3. Prejudgment interest pursuant to Labor Code § 218.6 accrued on all due and unpaid overtime wages from the date that wages were due and payable, according to proof;
4. Pursuant to applicable Wage Orders, and Labor Code §§ 204, and 1194(a), an award in the amount of unpaid overtime wages, owed by DEFENDANTS for the four years preceding the filing of this complaint, plus interest.
5. Compensation of one hour at the regular rate of pay for each rest period and meal period denied in violation of Labor Code § 226.7 and the applicable Wage Orders, according to proof;
6. Waiting time penalties pursuant to Labor Code §§ 201-203;
7. Pursuant to Business & Professions Code § 17203, an award of restitution for the unjustly amounts earned or retained by DEFENDANTS by virtue of their engaging in unlawful conduct, according to proof;
8. Such other and further relief as the Court deems just and proper.

Dated: August 6, 2024

LIBERATION LAW GROUP, P.C.

By: Un Kei Wu
Un Kei Wu
Attorney for PLAINTIFFS

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a trial by jury.

Dated: August 6, 2024

LIBERATION LAW GROUP, P.C.

By: Un Kei Wu
Un Kei Wu
Attorney for PLAINTIFFS