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Superior Court of CA,
County of Santa Clara
24CV447900
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

BREANNA VINSON AND ROSEANNE
BEAM, individually, on behalf of all others
similarly situated, the State of California, and
other aggrieved employees,

Plaintiff,

v.

TOGO'S EATERIES, LLC, a California limited
liability company; VALLEY TOGO INC., a
California corporation; and TOGO'S
SANDWICHES, an unknown entity; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 24CV447900

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiffs BREANNA VINSON and ROSEANNE BEAM (“Plaintiff”), based upon facts
2 that either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants TOGO’S EATERIES, LLC,
6 VALLEY TOGO INC., TOGO’S SANDWICHES, and DOES 1 through 10 (hereinafter
7 collectively referred to as “Defendants”) for California Labor Code violations and unfair
8 business practices stemming from Defendants’ failure to pay for all hours worked (minimum,
9 straight time, and overtime wages), failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements,
11 failure to indemnify employees for expenditures, and failure to produce requested employment
12 records.

13 2. Plaintiffs brings the First through Ninth Causes of Action individually and as a
14 class action on behalf of themselves and certain current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
16 below). The Class consists of Plaintiffs and all other persons who have been employed by any
17 Defendant in California as an hourly-paid or non-exempt employee during the statute of
18 limitations period applicable to the claims pleaded here.

19 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
20 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiffs, the State of California, and past and present non-exempt employees by Defendants in
22 the State of California during the statute of limitations period for her PAGA claim (hereinafter
23 referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Santa Clara. As such and based upon all
26 the facts and circumstances incident to Defendants’ business in California, Defendants are
27 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
28 (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all expenditures, minimum wages,
16 straight time wages, overtime wages, meal period premium wages, and rest
17 period premium wages due within the time period specified by California
18 law when employment terminates;
- 19 (e) Failing to provide employees with accurate, itemized wage statements
20 containing all the information required by the California Labor Code and
21 IWC Wage Orders; and
- 22 (f) Failing to indemnify employees for expenditures incurred in direct
23 consequence of the discharge of their duties of employment; and
- 24 (g) Failing to timely produce requested employment records as required by the
25 California Labor Code and IWC Wage Orders.

26 6. On information and belief, Defendants, and each of them, were on actual and
27 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
28 unlawful policies. Defendants' violations, as alleged herein, during all relevant times herein

were willful and deliberate.

7. At all relevant times, Defendants were legally responsible for the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff BREANNA VINSON is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately August 2016 to approximately September 2023

9. Plaintiff ROSEANNE BEAM is a California resident who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately January 2021 to approximately November 2023.

10. Plaintiffs reserve the right to seek leave to amend this Complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants TOGO’S EATERIES, LLC, VALLEY TOGO INC., and TOGO’S SANDWICHES, are, and at all times herein mentioned, were:

- (a) Business entities qualified to do business and actually conducting business throughout the State of California, including in Santa Clara; and
- (b) The former employer of Plaintiffs and the current and/or former employer of the putative Class and the Aggrieved Employees because Defendants TOGO’S EATERIES, LLC, VALLEY TOGO INC., and TOGO’S SANDWICHES suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or

working conditions.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was and is in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this Complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, Defendants named as DOES 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definition below, and the Aggrieved Employees and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiff BREANNA VINSON worked for Defendants in California as an hourly-paid, non-exempt employee from approximately August 2016 to approximately September 2023. Plaintiff ROSEANNE BEAM worked for Defendants in California as an hourly-paid, non-exempt employee from approximately January 2021 to approximately November 2023. During

1 Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified
2 them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least
3 five days in a workweek and at least eight hours per day, but Plaintiffs regularly worked more
4 than eight hours in a workday and more than forty (40) hours in a workweek.

5 16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
6 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
7 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
8 timely pay all final wages to Plaintiffs when Defendants terminated her employment, failed to
9 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for employment-
10 related expenditures, and failed to timely produce requested employment records to Plaintiffs.
11 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

12 17. Throughout the statutory period, Defendants maintained a policy and practice of
13 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
14 minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the
15 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
16 Plaintiffs, the Class, and the Aggrieved Employees to continue working during unpaid meal
17 periods and to perform work after clocking out for the workday. Some of this unpaid work
18 should have been paid at the overtime rate. Defendants also required Plaintiffs, the Class, and
19 the Aggrieved Employees to work in excess of eight hours in any workday and/or forty (40)
20 hours in a workweek without receiving all overtime wages. In failing to pay for all hours
21 worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class, and
22 the Aggrieved Employees worked.

23 18. Throughout the statutory period, Defendants wrongfully failed to provide
24 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
25 Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved
26 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
27 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
28 Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not provided by

the end of the fifth hour of work. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a meal period. Defendants, at times, also required Plaintiffs, the Class Members, and the Aggrieved Employees to work in excess of ten hours in a workday without providing a second 30-minute, uninterrupted, and duty-free meal period, or without compensating Plaintiffs, the Class, and the Aggrieved Employees for a second meal period that was not provided by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

19. Throughout the statutory period, Defendants wrongfully failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, and duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

20. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to him by Defendants at the conclusion of her

1 employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages
2 when her employment terminated was not a single, isolated incident, but was instead consistent
3 with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved
4 Employees.

5 21. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
6 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
7 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct
8 hours worked, correct wages for meal periods that were not provided in accordance with
9 California law, and correct wages for rest periods that were not authorized and permitted in
10 accordance with California law). As a result of these violations of California Labor Code §
11 226(a), Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other
12 things:

- 13 (a) the violations led them to believe they were not entitled to be paid
14 minimum, straight time, overtime, meal period premium, and rest period
15 premium wages, even though they were entitled;
- 16 (b) the violations led them to believe they had been paid minimum, straight
17 time, overtime, meal period premium, and rest period premium wages,
18 even though they had not been;
- 19 (c) the violations led them to believe they were not entitled to be paid
20 minimum, straight time, overtime, meal period premium, and rest period
21 premium wages at the correct California rate, even though they were
22 entitled;
- 23 (d) the violations led them to believe they had been paid minimum, straight
24 time, overtime, meal period premium, and rest period premium wages at
25 the correct California rate, even though they had not been;
- 26 (e) the violations hindered them from determining the amounts of minimum,
27 straight time, overtime, meal period premium, and rest period premium
28 wages owed to them;

- 1 (f) in connection with their employment before and during this action, and in
2 connection with prosecuting this action, the violations caused them to have
3 to perform mathematical computations to determine the amounts of wages
4 owed to them, computations they would not have to make if the wage
5 statements contained the required accurate information;
- 6 (g) by understating the wages truly due to them, the violations caused them to
7 lose entitlement and/or accrual of the full amount of Social Security,
8 disability, unemployment, and other governmental benefits; and
- 9 (h) the wage statements inaccurately understated the wages, hours, and wage
10 rates to which they were entitled, and they were paid less than the wages
11 and wage rates to which they were entitled.

12 Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in
13 California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

14 22. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
15 Class, and the Aggrieved Employees to pay expenses they incurred in direct consequence of the
16 discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees
17 regularly paid out-of-pocket for necessary employment-related expenses, including, without
18 limitation, costs related to personal cell phone usage, work equipment, and gas mileage.

19 23. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses
20 as a direct result of performing their job duties for Defendants, but Defendants failed to
21 indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related
22 expenses.

23 24. On June 12, 2024 and July 17, 2024, Plaintiff BREANNA VINSON sent requests
24 through her counsel to Defendants for her personnel file, pay records, wage statements,
25 timekeeping records, and other employment-related documents pursuant to Labor Code §§ 226
26 and 1198.5. However, Defendants failed to timely produce the requested employment records, in
27 violation of Labor Code §§ 226 and 1198.5. Defendants have not produced any of the requested
28 employment records for Plaintiff as of the date of this Complaint.

25. On July 10, 2024 and July 17, 2024, Plaintiff ROSEANNE BEAM sent requests through her counsel to Defendants for her personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code §§ 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code §§ 226 and 1198.5. Defendants have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

CLASS ACTION ALLEGATIONS

26. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

27. All claims alleged herein arise under California law for which Plaintiffs seeks relief authorized by California law.

28. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

29. At all material times, Plaintiffs were members of the Class.

30. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

and the identity of such membership is readily ascertainable by inspection of Defendants' records.

- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- (d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
 - 4) The difficulties likely to be encountered in the management of a class action.
- (e) Public Policy Considerations: The public policy of the State of California

1 is to resolve the California Labor Code claims of many employees through
2 a class action. Indeed, current employees are often afraid to assert their
3 rights out of fear of direct or indirect retaliation. Former employees are
4 also fearful of bringing actions because they believe their former
5 employers might damage their future endeavors through negative
6 references and/or other means. Class actions provide the class members
7 who are not named in the complaint with a type of anonymity that allows
8 for the vindication of their rights at the same time as their privacy is
9 protected.

10 32. There are common questions of law and fact as to the Class (and each subclass, if
11 any) that predominate over questions affecting only individual members, including without
12 limitation, whether, as alleged herein, Defendants have:

- 13 (a) Failed to pay Class Members for all hours worked, including minimum,
14 straight time, and overtime wages;
- 15 (b) Failed to provide meal periods and pay meal period premium wages to
16 Class Members;
- 17 (c) Failed to authorize and permit rest periods and pay rest period premium
18 wages to Class Members;
- 19 (d) Failed to provide Class Members with timely final wages;
- 20 (e) Failed to provide Class Members with accurate wage statements;
- 21 (f) Failed to indemnify Class Members for expenditures; and
- 22 (g) Violated California Business & Professions Code §§ 17200, *et seq.* as a
23 result of their unlawful conduct as described above.

24 33. This Court should permit this action to be maintained as a class action pursuant to
25 California Code of Civil Procedure § 382 because:

- 26 (a) The questions of law and fact common to the Class predominate over any
27 question affecting only individual members;
- 28 (b) A class action is superior to any other available method for the fair and

efficient adjudication of the claims of the members of the Class;

- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the damages and injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the

1 contemplated notice. To the extent any further notice may be required, Plaintiffs contemplate the
2 use of additional techniques and forms commonly used in class actions, such as published notice,
3 e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods
4 suitable to the Class and deemed necessary and/or appropriate by the Court.

5 **FIRST CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
7 **Hours Worked)**

8 35. Plaintiffs incorporate by reference and re-allege as if fully stated herein
9 paragraphs 1 through 25 in this Complaint.

10 36. “Hours worked” is the time during which an employee is subject to the control of
11 an employer, and includes all the time the employee is suffered or permitted to work, whether or
12 not required to do so.

13 37. At all relevant times herein mentioned, Defendants knowingly failed to pay
14 Plaintiff and the Class, or some of them, compensation for all hours they worked. By their
15 failure to pay compensation for each hour worked as alleged above, Defendants willfully violated
16 the provisions of California Labor Code § 1194, and any additional applicable Wage Orders,
17 which require such compensation to non-exempt employees.

18 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
19 time wages for all non-overtime hours worked for Defendants.

20 39. By and through the conduct described above, Plaintiffs and the Class have been
21 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

22 40. By virtue of Defendants’ unlawful failure to pay additional compensation to
23 Plaintiffs and the Class, or some of them, for their non-overtime hours worked without pay,
24 Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are
25 presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at
26 trial.

27 41. By failing to keep adequate time records required by California Labor Code §
28 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage

1 compensation due Plaintiffs and the Class.

2 42. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to
3 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

4 43. California Labor Code § 204 requires employers to provide employees with all
5 wages due and payable twice a month. Throughout the statute of limitations period applicable to
6 this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
7 required by law, including minimum and straight time wages. However, during all such times,
8 Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due
9 and failed to pay those wages twice a month.

10 44. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
11 and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California
12 Labor Code §§ 218.5, 218.6, and 1194(a).

13 **SECOND CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Pay Overtime Wages)**

15 45. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 25 in this Complaint.

17 46. California Labor Code § 510 provides that employees in California shall not be
18 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
19 receive additional compensation beyond their regular wages in amounts specified by law.

20 47. California Labor Code §§ 1194 and 1198 provide that employees in California
21 shall not be employed more than eight hours in any workday unless they receive additional
22 compensation beyond their regular wages in amounts specified by law. Additionally, California
23 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
24 by the IWC is unlawful.

25 48. At all times relevant hereto, Plaintiffs and the Class, or some of them, have
26 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
27 employees of Defendants.

28 49. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class, or

1 some of them, overtime compensation for the hours they have worked in excess of the maximum
2 hours permissible by law as required by California Labor Code §§ 510 and 1198.

3 50. By virtue of Defendants' unlawful failure to pay additional premium rate
4 compensation to Plaintiffs and the Class, or some of them, for their overtime hours worked,
5 Plaintiffs and the Class, or some of them, have suffered, and will continue to suffer, damages in
6 amounts which are presently unknown to them but which exceed the jurisdictional minimum of
7 this Court and which will be ascertained according to proof at trial.

8 51. By failing to keep adequate time records required by Labor Code § 1174(d),
9 Defendants have made it difficult to calculate the full extent of overtime compensation due to
10 Plaintiffs and the Class.

11 52. Plaintiffs and the Class also request recovery of overtime compensation according
12 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
13 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
14 California Labor Code and/or other statutes.

15 53. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
19 Class, or some of them, with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Provide Meal Periods)**

22 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein
23 paragraphs 1 through 25 in this Complaint.

24 55. Under California law, Defendants have an affirmative obligation to relieve
25 Plaintiffs and the Class of all duty in order to take their first daily meal period no later than the
26 start of their sixth hour of work in a workday, and to take their second meal period no later than
27 the start of their eleventh hour of work in a workday. California Labor Code § 512 and Section
28 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at

1 least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor
2 Code § 226.7 for an employer to require any employee to work during any meal period mandated
3 under any Wage Order.

4 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
5 and the Class, or some of them, with both meal periods as required by California law. By their
6 failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods
7 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
8 these uninterrupted meal periods), Defendants willfully violated the provisions of California
9 Labor Code § 226.7 and the applicable Wage Orders.

10 57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
11 additional wages for each workday they were not provided with all required meal periods, plus
12 interest thereon.

13 **FOURTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

15 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 25 in this Complaint.

17 59. Defendants are required by California law to authorize and permit breaks of ten
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). California Labor Code § 512 and the applicable Wage Orders require that the
20 employer permit and authorize all employees to take paid rest periods of ten minutes for each
21 four-hour period worked. Thus, for example, if an employee's work time is six hours and ten
22 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
23 required is itself a violation of California's rest break laws. It is a violation of California Labor
24 Code § 226.7 for an employer to require any employee to work during any rest period mandated
25 under any Wage Order.

26 60. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
27 Class, or some of them, to take rest breaks, regardless of whether employees worked more than
28 four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take

rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages for each workday they were not provided with all required rest breaks, plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

64. Within the applicable statute of limitations, the employment of Plaintiffs and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiffs and other terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay Plaintiffs and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

66. California Labor Code § 203 provides that if an employer willfully fails to pay

wages owed, in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

67. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list

the true “total hours worked by the employee,” and the failure to list the true net wages earned.

72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiffs and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

74. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

75. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

76. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

77. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

78. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions

1 of Defendants.

2 80. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
3 expenses they paid, or which were deducted by Defendants from their wages.

4 81. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and
5 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California
6 Labor Code § 2802(b).

7 **EIGHTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Produce Requested Employment Records)**

9 82. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
10 1 through 25 in this Complaint.

11 83. Pursuant to California Labor Code § 226, current and former employees have the
12 right to inspect or receive a copy of their records pertaining to their employment, upon
13 reasonable request to their employer. Under this statute, an employer that receives a request to
14 inspect or receive a copy of records pertaining to a current or former employee must comply with
15 the request as soon as practicable, but no later than twenty-one (21) calendar days from the date
16 of the request.

17 84. Pursuant to California Labor Code § 1198.5(a), every current and former
18 employee, or his or her representative, has the right to inspect and receive a copy of the
19 personnel records that the employer maintains relating to the employee's performance or to any
20 grievance concerning the employee. Under this statute, upon written request from a current or
21 former employee or his or her representative, an employer must make the contents of those
22 personnel records available for inspection or provide a copy of the personnel records to the
23 current or former employee, or his or her representative, not later than thirty (30) calendar days
24 from the date the employer receives the written request, subject to some limited exceptions.
25 Failure to comply with these requests allows for a civil penalty of seven hundred fifty dollars
26 (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

27 85. As set forth above, Plaintiffs and the Class are current and former employees of
28 Defendants.

1 86. As set forth above, Plaintiffs sent written requests through their counsel to
2 Defendants for their payroll records, timecards, and personnel records. However, Plaintiffs have
3 not received any of their requested records as of the date of this Complaint.

4 87. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
5 produce the required records requested by Plaintiff.

6 88. On information and belief, Defendants' failure to provide Plaintiffs with their
7 requested employment records was not a single, isolated incident, but was instead consistent with
8 Defendants' policy and practice that applied to Plaintiff and the Class.

9 89. Pursuant to California c 226 and 1198.5, Plaintiffs and the Class are entitled to a
10 penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of
11 compliance with Labor Code §§ 226 and 1198.5, and attorneys' fees and costs.

12 **NINTH CAUSE OF ACTION**

13 **(Against All Defendants for Violation of California Business & Professions**

14 **Code §§ 17200, *et seq.*)**

15 90. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
16 1 through 25 in this Complaint.

17 91. Defendants, and each of them, are "persons" as defined under California Business
18 & Professions Code § 17201.

19 92. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiffs
21 seek to enforce important rights affecting the public interest within the meaning of Code of Civil
22 Procedure § 1021.5.

23 93. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business & Professions
25 Code §§ 17200, *et seq.*

26 94. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
27 predicated on the violation of any state or federal law. All of the acts described herein as
28 violations of, among other things, the California Labor Code, are unlawful and in violation of

public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

95. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

96. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

97. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

98. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions Code §§ 17200, *et seq.*

Failure to Timely Pay Final Wages at Termination

99. Defendants' failure to pay Plaintiffs and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, in violation of California Labor Code §§ 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

100. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by

1 California Business & Professions Code §§ 17200, *et seq.*

2 101. By and through their unfair, unlawful and/or fraudulent business practices
3 described herein, Defendants have obtained valuable property, money and services from Plaintiff,
4 and all persons similarly situated, and have deprived Plaintiff and all persons similarly situated of
5 valuable rights and benefits guaranteed by law, all to their detriment.

6 102. Plaintiffs and the Class Members suffered monetary injury as a direct result of
7 Defendants' wrongful conduct.

8 103. Plaintiffs, individually, and on behalf of members of the putative Class, are
9 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
10 which Defendants have wrongfully acquired, or of which Plaintiff and the Class have been
11 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
12 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
13 practices of Defendants in order to recover restitution.

14 104. Plaintiffs, individually, and on behalf of members of the putative Class, are further
15 entitled to, and do, seek a declaration that the above-described business practices are unfair,
16 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
17 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
18 the future.

19 105. Plaintiffs, individually, and on behalf of members of the putative Class, have no
20 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
21 suffered as a consequence of Defendants' unfair, unlawful and/or fraudulent business practices.
22 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs
23 and the Class have suffered and will continue to suffer irreparable harm unless Defendants, and
24 each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
25 business practices.

26 106. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
27 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
28 withholdings.

107. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this Complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and the Class; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*)

108. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

109. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

110. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

111. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. They gave written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants violated against Plaintiffs and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee.

112. The LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to

1 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
2 Code described in this Complaint. These penalties include, but are not limited to, penalties under
3 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

4 113. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
5 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
6 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
7 to be shown according to proof at trial. These penalties are in addition to all other remedies
8 permitted by law.

9 114. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
10 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
11 any action shall be entitled to an award of reasonable attorney's fees and costs."

12 **PRAYER FOR RELIEF**

13 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
14 the class claims, pray for relief and judgment against Defendants, jointly and severally, as
15 follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action with respect to the First, Second,
18 Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
19 2. That Plaintiffs be appointed as the representatives of the Class; and
20 3. That counsel for Plaintiffs be appointed as Class Counsel.

21 **As to the First Cause of Action**

- 22 4. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
24 minimum and straight time wages due;
25 5. For unpaid wages as may be appropriate;
26 6. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;
28 7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

2 39. For reasonable attorneys' fees and for costs of suit incurred herein; and

3 40. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Eighth Cause of Action

5 41. That the Court declare, adjudge, and decree that Defendants violated the records
6 producing provisions of California Labor Code §§ 226 and 1198.5 and applicable IWC Wage
7 Orders, and willfully failed to produce the required and requested documents thereto;

8 42. For all actual damages, according to proof;

9 43. For statutory penalties pursuant to the California Labor Code §§ 226 and 1198.5;

10 44. For injunctive relief to ensure compliance with this section, pursuant to California
11 Labor Code § 226(h);

12 45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

13 46. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Ninth Cause of Action

15 47. That the Court declare, adjudge, and decree that Defendants violated California
16 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
17 straight time, and overtime wages), failing to provide meal periods, failing to authorize and
18 permit rest periods, failing to timely pay final wages, failing to furnish accurate wage statements,
19 and failing to indemnify employees for expenditures;

20 48. For restitution of unpaid wages to Plaintiff and all Class Members and
21 prejudgment interest from the day such amounts were due and payable;

22 49. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq.*;

25 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure § 1021.5;

27 51. For injunctive relief to ensure compliance with this section, pursuant to California
28 Business & Professions Code §§ 17200, *et seq.*; and

52. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all wages owed twice per month, failing to maintain accurate records of hours worked and meal breaks, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

54. For all actual, consequential, and incidental losses and damages, according to proof;

55. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

For such other and further relief as the Court may deem equitable and appropriate.

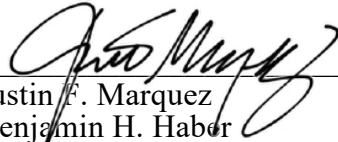
As to All Causes of Action

57. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: September 23, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Chase M. Stern

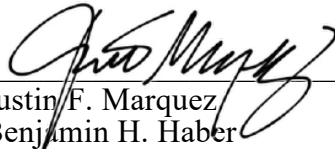
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: September 23, 2024

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Benjamin H. Haber
Chase M. Stern
Attorneys for Plaintiff