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SONIA ELIZABETH VALERO ASCENSAO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

SONIA ELIZABETH VALERO
ASCENSAO, an individual, on her own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

HARBOR DISTRIBUTING, LLC, a
Delaware limited liability company;
REYES HOLDINGS, LLC, an entity of
unknown form; REYES BEVERAGE
GROUP, an entity of unknown form; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV14911

[Assigned for all purposes to Hon. Lawrence P.
Riff, Dept. 7]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM
OVERTIME/DOUBLE TIME WAGES
DUE (Cal. Labor Code §§ 510, 511, 1194,
1198; IWC Wage Order No. 1);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§ 1194, 1197, 1197.1,
1198, 119; IWC Wage Order No. 1);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor
Code §§ 226.7, 512; IWC Wage Order No.
1)**
- 4. FAILURE TO PROVIDE REST
PERIODS (Cal. Labor Code § 226.7; IWC
Wage Order No. 1);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226; IWC Wage Order No. 1);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. Labor Code §§201-
203);**

FILED
Superior Court of California
County of Los Angeles

08/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

- 1 7. **FAILURE TO REIMBURSE BUSINESS**
2 **EXPENSES (Cal. Labor Code §2802);**
3 **8. FAILURE TO ALLOW INSPECTION**
4 **OF EMPLOYMENT RECORDS (Cal.**
5 **Labor Code §1198.5);**
6 **9. UNFAIR COMPETITION (Cal. Bus. &**
7 **Prof. Code §§17200 et seq.; and**
8 **10. PRIVATE ATTORNEY GENERAL ACT**
9 **("PAGA")**

10 **DEMAND FOR A JURY TRIAL**

11 Action Filed: June 13, 2024
12 Trial: Not Set

13 All allegations in this First Amended are based upon information and belief except for
14 those allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has
15 evidentiary support or is likely to have evidentiary support after a reasonable opportunity for
16 further investigation and discovery.

17 Sonia Elizabeth Valero Ascensao ("Plaintiff") alleges the following:

18 1. This is a class action brought under California law by an individual who was
19 employed by Reyes Holdings, LLC and Harbor Distributing, LLC (along with DOES 1 through
20 100, collectively "Defendants"). Plaintiff brings this action on behalf of herself and others
21 similarly situated to recover wages from Defendants due to Defendants' systematic failure to pay
22 overtime/double time wages, failure to pay minimum wages, failure to provide meal and rest
23 breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure
24 to pay wages due on termination, failure to reimburse business expenses, and failure to allow
25 inspection of employment records.

26 2. Plaintiff has worked as an employee in Defendants' beer distribution company in
27 Santa Fe Springs, California. While working, Plaintiff and members of the Class have been forced
28 to endure stressful and illegal workplace conditions created by Defendants' efforts to maximize
profits and tightly control labor costs.

3. Plaintiff, like her co-workers whom Defendants also employed during the applicable limitations period, spend their workdays at Defendants' beer distribution company as account managers and other employees, under illegal and highly regimented circumstances. That regimen results from Defendants' insistence to strictly monitor and curtail labor costs, which Defendants accomplish by not paying for all labor costs, failing to pay overtime/double time/minimum wages, refusing to provide meal periods and rest breaks, not paying the required extra hour for missed meal and rest breaks, failing to reimburse business expenses, and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, premium overtime/double time wages, minimum wages, missed meal/rest break wages, wages due to discharged or quitting employees, to provide accurate itemized wage statements, unreimbursed business expenses, and interest, attorneys' fees, costs.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendants from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendants' violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

7. Plaintiff now seeks to amend this Complaint to add a cause of action pursuant to PAGA under Labor Code §§ 2699 et seq.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this First Amended under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Sonia Elizabeth Valero Ascensao brings this First Amended on her own behalf and on behalf of all persons in the Class as defined in paragraph 18 below.

1 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
2 395.5 because the claims made and the *Labor Code* violations against the persons identified
3 herein occurred in the County of Los Angeles and because Defendants owned and operated their
4 businesses in the County of Los Angeles.

5 **THE PARTIES**

6 **PLAINTIFF**

7 10. At all times relevant hereto, Plaintiff was:

- 8 (a) An individual over age 18 and a resident of Los Angeles County,
9 California;
- 10 (b) Employed as an hourly employee for Defendants at the beer distribution
11 company in Santa Fe Springs, California;
- 12 (c) Did not receive overtime/double time compensation required by *Labor*
13 *Code* §§510, 511, 1194 and 1198 and the applicable Wage Orders;
- 14 (d) Did not receive minimum wages as required by *Labor Code* §§1194,
15 1197, 1197.1, 1198, 119 and the applicable Wage Orders;
- 16 (e) Did not receive the meal periods required by *Labor Code* §266.7 and the
17 applicable Wage Orders;
- 18 (f) Did not receive the rest periods required by *Labor Code* §266.7 and the
19 applicable Wage Orders;
- 20 (g) Did not receive accurate wage statements as mandated by *Labor Code*
21 §226;
- 22 (h) Not reimbursed for business-related expenses as required by *Labor Code*
23 §2802;
- 24 (i) Not allowed to inspect her employment records as required by *Labor*
25 *Code* §1198.5; and
- 26 (j) When terminated from her employment, did not receive her final
27 paycheck as prescribed by *Labor Code* §201.

28 **DEFENDANTS**

1 11. Plaintiff is informed and believes, and based on that information and belief,
2 alleges, Defendant Harbor Distributing, LLC is, and at all times mentioned herein was:

- 3 (a) A Delaware limited liability company with a principal place of business at
4 6250 N. River Road, Suite 9000, Rosemont, Illinois 60018. Defendant has
5 been authorized to do business and has been doing business in the County
6 of Los Angeles;
- 7 (b) The former employer of Plaintiff and the current and former employer of
8 the putative Class members;
- 9 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 10 (d) Failed to pay Plaintiff and all putative Class members premium
11 overtime/double time wages;
- 12 (e) Failed to provide Plaintiff and all putative Class members with meal and
13 rest periods;
- 14 (f) Failed to provide Plaintiff and all putative Class Members with accurate
15 itemized wage statements;
- 16 (g) Failed to issue final paychecks timely to Plaintiff and all putative Class
17 Members;
- 18 (h) Failed to reimburse business expenses; and
- 19 (i) Failed to allow Plaintiff to inspect her employment records. Each of these
20 was a violation of the *Labor Code*.

21 12. Plaintiff is informed and believes, and based on that information and belief,
22 alleges, Defendant Reyes Holdings, LLC is, and at all times mentioned herein was:

- 23 (a) An entity of unknown form, with a principal place of business at 6250
24 North River Road, Rosemont, IL 60018. Defendant has been authorized to
25 do business and has been doing business in the County of Los Angeles;
- 26 (b) The former employer of Plaintiff and the current and former employer of
27 the putative Class members;
- 28 (c) Paid Plaintiff and all Class members on an hourly basis;

- 1 (d) Failed to pay Plaintiff and all putative Class members premium
2 overtime/double time wages;
- 3 (e) Failed to provide Plaintiff and all putative Class members with meal and
4 rest periods;
- 5 (f) Failed to provide Plaintiff and all putative Class Members with accurate
6 itemized wage statements;
- 7 (g) Failed to issue final paychecks timely to Plaintiff and all putative Class
8 Members;
- 9 (h) Failed to reimburse business expenses; and
- 10 (i) Failed to allow Plaintiff to inspect her employment records. Each of these
11 was a violation of the *Labor Code*.

12 13. Plaintiff is informed and believes, and based on that information and belief,
13 alleges, Defendant Reyes Beverage Group is, and at all times mentioned herein was:

- 14 (a) An entity of unknown form, with a principal place of business at 2602 N.
15 Elston Avenue, Chicago, IL 60647. Defendant has been authorized to do
16 business and has been doing business in the County of Los Angeles;
- 17 (b) The former employer of Plaintiff and the current and former employer of
18 the putative Class members;
- 19 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 20 (d) Failed to pay Plaintiff and all putative Class members premium
21 overtime/double time wages;
- 22 (e) Failed to provide Plaintiff and all putative Class members with meal and
23 rest periods;
- 24 (f) Failed to provide Plaintiff and all putative Class Members with accurate
25 itemized wage statements;
- 26 (g) Failed to issue final paychecks timely to Plaintiff and all putative Class
27 Members;
- 28 (h) Failed to reimburse business expenses; and

1 (i) Failed to allow Plaintiff to inspect her employment records. Each of these
2 was a violation of the *Labor Code*.

3 14. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
5 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
6 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true names
7 and capacities of DOES 1 through 100, inclusive, when they are ascertained.

8 15. Plaintiff is informed and believes, and based on that information and belief alleges,
9 that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or
10 are authorized to do, or are otherwise doing, business in the State of California. Specifically,
11 DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business
12 in the County of Los Angeles. Each of the Defendants DOES 1 through 100 was the managerial
13 agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or
14 representative of one or more of the other Defendants named herein, and acting with permission,
15 authorization, and/or ratification and consent of the other Defendants.

16 16. Plaintiff is informed and believes, and based on that information and belief alleges,
17 that the Defendants named in this First Amended, including DOES 1 through 100, inclusive, are
18 responsible in some manner for one or more of the events and happenings that proximately caused
19 the injuries and damages hereinafter alleged.

20 17. Plaintiff is informed and believes, and based on that information and belief alleges,
21 that Defendants named in this First Amended, including DOES 1 through 100, inclusive, are, and
22 at all times mentioned herein were, the agents, servants, and/or employees of each of the other
23 Defendants and that each Defendant was acting within the course and scope of his, hers or its
24 authority as the agent, servant and/or employee of each of the other Defendants. Consequently,
25 all of the Defendants are jointly and severally liable to the Plaintiff, and the Class, for the damages
26 sustained as a proximate result of their conduct.

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28 ///

18. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this First Amended, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant were accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

19. The Class ("the Class") is defined as follows:

(a) "All current and former employees who were hourly paid employees of Defendants in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the "Class Period")."

(b) "All persons who were hourly paid employees of Defendants in California and left the employ of Defendants at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the "Class Period")"

20. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

B. Maintenance of the Action

/ / /

/ / /

1 21. Plaintiff brings this action individually and on behalf of herself and as
2 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
3 17204 and *Code of Civil Procedure* § 382.

4 **C. The Class Requisites**

5 22. At all material times, Plaintiff was a member of the Class.

6 23. The Class action meets the statutory prerequisites for maintaining a class action
7 under Code of Civil Procedure § 382 in that:

8 (a) The persons who comprise the Class are so numerous that the joinder of all
9 those persons is impracticable, and the disposition of their claims as a Class
10 will benefit the parties and the Court;

11 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
12 that are raised in this First Amended are common to the Class and will apply
13 uniformly to every Class member;

14 (c) The claims of the representative Plaintiff are typical of the claims of each
15 Class member. Plaintiff, like all Class members, has sustained damages
16 arising from Defendants' violations of the laws of the State of California.
17 Plaintiff, and the Class members, were and are similarly or identically
18 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
19 pattern of misconduct engaged in by the Defendants;

20 (d) The representative Plaintiff has, and will continue to, fairly and adequately
21 represent and protect the interests of the Class and has retained counsel who
22 are competent and experienced in class action litigation. There are no
23 material conflicts between the claims of the representative Plaintiff and the
24 Class members that would make class certification inappropriate. Counsel
25 for the Class will vigorously assert the claims of all Class members.

26 24. The persons who comprise the Class are so numerous that joining all of them is
27 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
28 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff

1 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
2 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
3 Plaintiff are experienced, qualified and generally able to conduct complex class action litigation.

4 25. The Court should permit the action to be maintained as a class action under *Code*
5 *of Civil Procedure* § 382 because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for fairly and
9 efficiently adjudicating the claims of the Class;
- 10 (c) The Class members are so numerous that it is impractical to bring all of
11 them before the Court;
- 12 (d) Plaintiff and other Class members will not be able to obtain effective and
13 economic legal redress unless the action is maintained as a class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the statutory violations and in obtaining adequate
16 compensation for the damages and injuries for which Defendant is
17 responsible in an amount sufficient to adequately compensate the Class
18 members;
- 19 (f) Without Class certification, the prosecution of separate actions by
20 individual Class members would create a risk of:
 - 21 i. Inconsistent or varying adjudications for individual Class members
22 that would establish incompatible standards of conduct for
23 Defendants; and/or,
 - 24 ii. Adjudication for individual Class members that would, as a practical
25 matter, dispose of other non-party members' interests, or that would
26 substantially impair or impede the non-parties' ability to protect their
27 interests, by, for example, potentially exhausting the funds available
28 from Defendants, and

1 (g) Defendant has acted or refused to act on grounds generally applicable to the
2 Classes, making final injunctive relief appropriate for the Class, as a whole.

3 26. Plaintiff contemplates eventually issuing notice to the proposed Class Members
4 that would set forth the subject and nature of the action. The Defendants' own business records
5 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any
6 further notices may be required, Plaintiff would contemplate using additional media and/or
7 mailing.

8 **GENERAL ALLEGATIONS**

9 27. At all times material hereto, Defendant Harbor Distributing, LLC, has been and is
10 a beer distribution company.

11 28. At all times material hereto, Defendant Reyes Holdings, LLC, has been and is, a
12 food and beverage distributor.

13 29. Plaintiff and members of the Class were employed as account managers and other
14 employees at Harbor Distributing, LLC and Reyes Holdings, LLC in California by Defendants at
15 various times during the Class Period.

16 **THE CONDUCT**

17 30. Plaintiff seeks relief from Defendants' uniform policies and practices of denying
18 Plaintiff and members of the Class wages and compensation owed under California law.

19 31. Starting on or about December 3, 2012, and continuing through December 13,
20 2023, Defendants employed Plaintiff as an account manager at their company in Santa Fe Springs,
21 California. Plaintiff took inventory, fulfilled client orders, set up store displays, re-stocked stores,
22 sold new products and repacked merchandise.

23 32. While employed by Defendants, Plaintiff was paid \$27.00 per hour.

24 33. The employment by Defendants of the Class Members, and each of them, is
25 governed by Industrial Welfare Commission Wage Order 1, which covers those persons
26 employed in the manufacturing industry.

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28 ///

1 **FAILURE TO PAY OVERTIME/DOUBLE-TIME WAGES**

2 34. At all times during the relevant time period, Plaintiff and Class members routinely
3 worked schedules such that they were due pay at overtime/double time rates. Under California
4 law, an hourly-paid employee is entitled to overtime pay when he or she exceeds eight hours of
5 work in a single day, exceeds 40 hours of work in a week or works seven days in a row. Plaintiff
6 and Class members' typical shifts were ten or more hours. During this period, it was the practice
7 and policy of Defendant to not pay employees overtime/double time. Monies for unpaid
8 overtime/double time remain due and owing.

9 35. Under California law, non-exempt employees, as defined by Wage Order 1, are
10 entitled to premium wages for overtime/double time worked.

11 **FAILURE TO PAY MINIMUM WAGES**

12 36. Under California law, non-exempt employees, as defined by Wage Order 1, are
13 entitled to minimum wages.

14 37. Under California law, an hourly paid employee is entitled to be paid a minimum
15 wage. Labor Code Section 1197 states the California requirement that employees must be paid at
16 least the minimum wage fixed by the Commission or by any applicable state or local law, and
17 any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194
18 states, "Any employee receiving less than the legal minimum wage...is entitled to recover in a
19 civil action the unpaid balance of the full amount of this minimum wage." The applicable IWC
20 Wage Order(s), including IWC Wage Order No. 1-2001, obligates employers to pay each
21 employee minimum wages for all hours worked.

22 38. These minimum wage standards apply to each hour employees worked or were
23 subject to control by the employer for which they were not paid. Therefore, an employer's failure
24 to pay for any particular hour of time worked by an employee or subject to the employer's control
25 is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results
26 in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th
27 314, 324 (2005).

28 ///

39. At all times during the relevant time period, it was the practice and policy of Defendants to pay employees less than minimum wage rates due to off-the-clock work. Monies for these underpaid amounts remain due and owing.

40. Defendants required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members were required to clock out and then attend certain events. Further, at times Plaintiff and Class members were required to work on weekends, but were not paid therefor. As a result, and because Defendants treated such off-the-clock work as non-compensable, Defendants failed to compensate Plaintiff and the Class for such time.

41. At all times during the relevant time period, Plaintiff and the Class routinely worked schedules such that they were due pay at minimum wage rates. During this period, it was the practice and policy of Defendants to not pay employees' minimum wages. Monies for unpaid minimum wages remain due and owing.

MEAL BREAKS NOT AFFORDED

42. Under California law, non-exempt employees, as defined by Wage Order 1, are entitled to a 30-minute lunch period for every 5 hours worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof. Non-exempt employees are entitled to one hour of pay at their regular pay rate for each day the requisite rest and/or meal periods are not provided.

43. Plaintiff and Class members were not afforded meal breaks. Plaintiff and Class members were instructed to clock out for their meal breaks and would clock out for their meal breaks, but then they would have to continue working during that time due to workload.

REST BREAKS NOT AFFORDED

44. Plaintiff and Class members were never afforded any rest breaks. Plaintiff and Class members worked between 9-10 hours per day and were entitled to 2 rest breaks.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

45. As a result of Defendants' failure to pay employees at required overtime/double time, minimum wage rates, and to afford meal/rest breaks, the wage statements issued to the

employees did not comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") Wage Order 1 in that they did not accurately reflect all wages earned and due and owing.

FAILURE TO PAY WAGES ON TERMINATION

46. As a further result of Defendants' failure to pay employees at required overtime/double time, minimum wage rates, and failure to afford meal/rest breaks, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 1. Further, it was the practice of Defendants to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 1.

LACK OF EXPENSE REIMBURSEMENT

47. Defendants required Plaintiff to use her personal vehicle for work-related purposes to perform account visits.

48. Defendants failed to reimburse Plaintiff and Class members for business-related expenses at the proper IRS mileage rate of reimbursement.

FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS

49. Defendants failed to allow Plaintiff and Class members to timely inspect their personnel records and payroll files.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime/Double Time in Violation of Labor Code §§510, 558, 1194, 1194.3, 1198 and Wage Order 1 By Plaintiff Against All Defendants and Does 1-100)

50. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended.

51. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 1, Defendants were required to compensate Plaintiff with premium pay for all overtime/double time work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

///

1 52. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
2 who had not been paid overtime/double time compensation could recover the unpaid balance of
3 the full amount of overtime wages due, including interest thereon, together with reasonable
4 attorneys' fees and costs of suit.

5 53. Pursuant to IWC Wage Order No 1-2001, § 3, "Employment beyond eight (8)
6 hours in any workday is permissible provided the employee is compensated for such overtime at
7 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
8 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

9 54. California Labor Code section 558 provides in pertinent part:

10 (a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial
Welfare Commission shall be subject to a civil penalty as follows:

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

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

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

19 (c) The civil penalties provided for in this section are in addition to any
20 other civil or criminal penalty provided by law.

21
22 55. Plaintiff and the Class engaged in off-the-clock activities. Defendants required
23 Plaintiff and the Class to perform compensable tasks off-the-clock for which they did not receive
24 any compensation. Specifically, Plaintiff and Class members were required to clock out and then
25 attend certain events. Further, Plaintiff and Class members were required to work on weekends,
26 but were not paid therefore. Defendants failed to pay Plaintiff and the Class for these off-the-
27 clock activities, and as a result thereof, Plaintiff and the Class were not paid overtime/double time
28 that was due to them.

1 56. This practice resulted in Plaintiff and Class members working in excess of 40
2 hours a week and Defendant paying them less overtime/double time than they had earned.

3 57. Throughout Plaintiff's employment, Defendants failed and refused to pay and
4 properly calculate overtime/double time compensation to Plaintiff and members of the Class as
5 required by law.

6 58. The foregoing overtime/double-time compensation is owed and unpaid. As a
7 direct and proximate result of Defendants' failure and refusal to pay overtime/double time,
8 Plaintiff and Class members suffered damages in an amount to be proven at trial.

9 59. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
10 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
11 Plaintiff's attorneys' fees, costs and interest.

12 **SECOND CAUSE OF ACTION**

13 **FOR FAILURE TO PAY MINIMUM WAGES**

14 **(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 1 By Plaintiff Against All**
15 **Defendants and Does 1 through 100)**

16 60. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this First Amended.

18 61. *Labor Code* § 1197 states the California requirement that employees must be paid
19 at least the minimum wage fixed by the Commission, and any payment of less than the minimum
20 wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving less than the
21 legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount
22 of this minimum wage." IWC Wage Order 1-2001 also obligates employers to pay each employee
23 minimum wages for all hours worked. These minimum wage standards apply to each hour
24 employees worked for which they were not paid. Therefore, an employer's failure to pay for any
25 particular hour of time worked by an employee is unlawful, even if averaging an employee's total
26 pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.
27 *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

28 ///

1 62. Here, Plaintiff and Class members were required to engage in off-the-clock
2 activities, and they were not paid for this off-the-clock time. Defendants failed to pay Plaintiff
3 and the Class for these off-the-clock activities, and as a result thereof, Plaintiff and the Class were
4 not paid minimum wages that were due to them. Further, Defendants' failure to afford meal/rest
5 breaks also resulted in Plaintiff and the Class not being paid minimum wages that were due to
6 them.

7 63. California Labor Code section 558 provides in pertinent part:

8 (a) Any employer or other person acting on behalf of an employer who
9 violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial
Welfare Commission shall be subject to a civil penalty as follows:

11 (1) For any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

13 (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover underpaid
wages.

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

17 (c) The civil penalties provided for in this section are in addition to any
18 other civil or criminal penalty provided by law.

19
20 64. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
21 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
22 wage, including interest thereon, reasonable attorney's fees, and costs of suit.

23 65. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
24 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
25 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for
26 all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the
27 time associated with the overtime for which they received no compensation. *See Sillah v.*
28 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing

1 for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed
2 they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp.
3 3d 1115, 1132-33 (N.D. Cal. 2016).

4 66. Plaintiff and the other Class Members suffered and continue to suffer losses
5 related to the use and enjoyment of compensation due and owing to them as a direct result of
6 Defendants' unlawful acts and Labor Code violations in an amount to be shown according to
7 proof at trial and within the jurisdictional limitations of this Court.

8 67. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
9 Class are entitled to recover the unpaid balances of the minimum wages Defendants owe them,
10 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

11 **THIRD CAUSE OF ACTION**

12 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

13 **(IWC Wage Order No. 1; Labor Code §§ 226.7, 512 By Plaintiff Against All Defendants**
14 **and Does 1 through 100)**

15 68. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this First Amended.

17 69. California Labor Code §226.7(a) prohibits an employer from requiring an
18 employee to work during any meal period mandated by an applicable Industrial Wage Order.
19 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
20 employee to work during a meal or rest break or recovery period mandated pursuant to an
21 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
22 Commission..."

23 70. California Labor Code §1198 makes unlawful the employment of an employee
24 under conditions the IWC prohibits.

25 71. IWC Order No.1-2001(11)(A) provides, in relevant part: "No employer shall
26 employ any person for a work period of more than five (5) hours without a meal period of not
27 less than 30-minutes, except that when a work period of not more than six (6) hours will complete
28

1 the day's work the meal period may be waived by mutual consent of the employer and the
2 employee."

3 72. IWC Order No. 1-2001 (11)(c) further provides, in relevant part: "Unless the
4 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
5 considered an 'on duty' meal period and counted as time worked."

6 73. Section 512(a) of the California Labor Code provides, in relevant part, that:

7
8 An employer may not employ an employee for a work period of more than five
9 hours per day without providing the employee with a meal period of not less
10 than 30-minutes, except that if the total work period per day of the employee is
11 no more than six hours, the meal period may be waived by mutual consent of
12 both the employer and employee. An employer may not employ an employee
13 for a work period of more than 10 hours per day without providing the
14 employee with a second meal period of not less than 30-minutes, except that if
15 the total hours worked is no more than 12 hours, the second meal period may be
16 waived by mutual consent of the employer and the employee only if the first
17 meal period was not waived.

18 74. The Labor Code and Wage Order provisions cited above require California
19 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
20 of their shifts. To satisfy this obligation, California employers must: (1) make employees aware
21 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
22 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
23 of their shifts.

24 75. California Labor Code section 558 provides in pertinent part:

25 (a) Any employer or other person acting on behalf of an employer who
26 violates, or causes to be violated, a section of this chapter or any
27 provision regulating hours and days of work in any order of the Industrial
28 Welfare Commission shall be subject to a civil penalty as follows:

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

(2) For each subsequent violation, one hundred dollars (\$100) for each
underpaid employee for each pay period for which the employee was

underpaid in addition to an amount sufficient to recover underpaid wages.

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

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

76. As alleged herein, Plaintiff and the members of the Class were routinely not afforded meal periods despite being instructed to clock out for meal periods at the direction of Defendants and/or with their endorsement, encouragement, knowledge and acquiescence.

77. Under California law, employers must also record their employees' meal periods: "Every employer shall keep accurate information with respect to each employee, including the following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease ... need not be recorded." IWC Order No. 1, § (7)(A)(3). Where the employer has failed to keep records required by statute, the consequences of such failure should fall on the employer, not the employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendants had an obligation under the record-keeping requirements of the Wage Order to track meal periods unless "all work ceases," Defendants knew or should have known its employees were regularly not being afforded their meal periods during the Class Period.

78. Defendants have a policy or practice of failing to ensure that Plaintiff and members of the Class take meal periods required by California Labor Code §226.7 and IWC Wage Order No. 1-2001 §11.

79. By their actions in not affording Plaintiff and Class Members meal periods, Defendants violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with statutory timely off-duty meal periods.

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80. Defendants also have a policy or practice of failing to pay each of their employees who were not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

81. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

82. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants' violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7 and IWC Wage Order No. 1 By Plaintiff Against All Defendants and Does 1 through 100)

83. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended.

84. Labor Code § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

85. Labor Code § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

86. California Labor Code section 558 provides in pertinent part:

/ / /

/ / /

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

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

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

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

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

87. Defendants have intentionally and improperly denied rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

88. Plaintiff and members of the Class were required to work during their rest breaks.

89. At all times relevant hereto, Defendants failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order.

90. By virtue of Defendants' unlawful failure to provide rest periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

FIFTH CAUSE OF ACTION

FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED

WAGE STATEMENTS

(Labor Code §226 By Plaintiff Against All Defendants and Does 1 through 100)

91. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended.

92. Pursuant to the applicable IWC Wage Orders, Defendants were the employer of Plaintiff and the Class.

1 93. Pursuant to California Labor Code sections 226 and 1174 and Wage Order 1-2001
2 section 7, Defendants are required to maintain and provide accurate records relating to employee
3 compensation, including all formulas and production records used to calculate wages due.

4 94. California Labor Code section 226(a) provides (*inter alia*) that, upon paying an
5 employee his or her wages, the employer must:

6 furnish each of his or her employees ... an itemized statement in writing showing
7 (1) gross wages earned, (2) total hours worked by the employee, except for any
8 employee whose compensation is solely based on a salary and who is exempt
9 from payment of overtime under subdivision (a) of Section 515 or any applicable
10 order of the Industrial Welfare Commission, (3) the number of piece-rate units
11 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
12 (4) all deductions, provided, that all deductions made on written orders of the
13 employee may be aggregated and shown as one item, (5) net wages earned, (6)
14 the inclusive dates of the pay period for which the employee is paid, (7) the
15 name of the employee and his or her social security number, (8) the name and
16 address of the legal entity that is the employer, and (9) all applicable hourly rates
17 in effect during the pay period and the corresponding number of hours worked at
18 each hourly rate by the employee.

15 95. Plaintiff and Class members worked overtime/double time and were entitled to
16 minimum wages and meal/rest breaks. To the extent that Plaintiff and Class members worked off
17 the clock and were not afforded meal breaks and rest breaks, Defendants failed to provide Plaintiff
18 and Class members with accurate itemized pay stubs.

19 96. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
20 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
21 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in
22 which the employer knowingly and intentionally failed to provide accurate itemized statements
23 to the employee causing the employee to suffer injury.

24 97. Notwithstanding these provisions, Defendants have engaged in a uniform practice
25 of refusing to maintain and provide the accurate records and wage statements required by
26 California law.

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98. Throughout the Class Period, Defendants intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime/double time compensation, minimum wages, and missed meal and rest periods, were not included in gross wages earned by Plaintiff and members of the Class. Further, Defendants failed to furnish Plaintiff and the Class, upon payment of wages, itemized statements accurately showing the number of hours worked and the rates paid.

99. As a result, Plaintiff and members of the Class have been injured by having been deprived of the true facts pertaining to their compensation and employment.

100. Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/double time compensation, minimum wage compensation, and to be paid for meal and rest periods not provided, even though they were so entitled, and these failures hindered them from determining the amounts of wages owed to them.

101. Plaintiff and members of the Class are entitled to the amounts provided in Labor Code §226(e), plus attorneys' fees and costs.

102. As a result, Plaintiff seeks recovery of the penalties authorized by Labor Code sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided by law for Defendants' improper conduct.

SIXTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiff Against All Defendants and Does 1 through 100)

103. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended.

104. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

1 114. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover
2 the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of
3 suit.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

6 **(Cal. Labor Code §1198.5 By Plaintiff Against All Defendants and Does 1 through 100)**

7 115. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this First Amended.

9 116. California Labor Code Section 1198.5 provides:

10 (a) Every current and former employee, or his or her representative, has the right
11 to inspect and receive a copy of the personnel records that the employer
12 maintains relating to the employee's performance or to any grievance concerning
13 the employee.

14 (b) The employer shall make the contents of those personnel records available
15 for inspection to the current or former employee, or his or her representative, at
16 reasonable intervals and at reasonable times, but not later than 30 calendar days
17 from the date the employer receives a written request, unless the current or
18 former employee, or his or her representative, and the employer agree in writing
19 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
20 date does not exceed 35 calendar days from the employer's receipt of the written
21 request to inspect the records. Upon a written request from a current or former
22 employee, or his or her representative, the employer shall also provide a copy of
23 the personnel records,..... later than 30 calendar days from the date the employer
24 receives the request...

25 (k) If an employer fails to permit a current or former employee, or his or her
26 representative, to inspect or copy personnel records within the times specified in
27 this section... the current or former employee may recover a penalty of seven
28 hundred fifty dollars (\$750) from the employer.

(1) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

117. Additionally, pursuant to Wage Order 1, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

118. On or about June 12, 2024, through her counsel, Plaintiff issued a written request to Defendants for copies of her personnel records. Further, Plaintiff's former counsel followed up multiple times with Defendants to obtain her personnel records, to no avail.

119. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendants have failed and refused to permit Plaintiff copies of her records.

120. As a direct result and consequence of Defendants' failure and refusal to permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a result of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendants' violation of § 1198.5.

NINTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

(Business & Professions Code §§ 17200 et seq. By Plaintiff Against All Defendants and Does 1 through 100)

121. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended.

1 122. Pursuant to applicable IWC Wage Orders, Defendants were the employers of
2 Plaintiff and the Class. Defendants are also a "person(s)" as that term is defined in Business &
3 Professions Code §17021.

4 123. The Business & Professions Code defines unfair competition as any unlawful,
5 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
6 described herein, Defendants have engaged in unfair and unlawful practices by failing to (1) pay
7 Plaintiff and the Class overtime/double time compensation; (2) pay Plaintiff and the Class
8 minimum wages; (3) pay Plaintiff and the Class for meal periods not provided, (4) pay Plaintiff
9 and the Class for rest periods not provided, (5) furnish Plaintiff and the Class with accurate
10 itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare
11 Commission requirements, (6) pay Plaintiff and the Class wages due when leaving their employ,
12 (7) reimburse business expenses, and (8) allow inspection of employment records, all in violation
13 of Business & Professions Code §§ 17200 et seq.

14 124. By and through the unfair and unlawful business practices described herein,
15 Defendants have obtained valuable property, money and services from the Plaintiff and the Class
16 and have deprived them of valuable rights and benefits guaranteed by law, all to the detriment of
17 Plaintiff and the Class.

18 125. All the acts described herein are violations of, among other things, the Labor Code
19 and applicable Industrial Commission Wage Orders, are unlawful and in violation of public
20 policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby
21 constitute unfair and unlawful business practices in violation of Business & Professions Code §§
22 17200 *et seq.*

23 126. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
24 to restore to them the money and property which Defendants have acquired, or of which Plaintiff
25 and the Class have been deprived by means of the above-described unfair and unlawful business
26 practices.

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127. Plaintiff and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful and that injunctive relief should be issued restraining Defendants from engaging in any of the above-described unfair and unlawful business practices in the future.

128. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendants. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendants are restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendants should be required to disgorge the unpaid moneys to Plaintiff and the Class.

TENTH CAUSE OF ACTION

(Damages Pursuant to Private Attorney General Act Against Employers)

129. Plaintiff and the Class reallege and incorporate by reference all the allegations set forth in this First Amended.

130. Plaintiff brings this action on her own behalf and on behalf of all current and former employees of Defendants who were employed in California for the previous four years seeking to recover unpaid wages, including but not limited to unpaid overtime/double time, unpaid minimum wages, meal period and rest period violations, unreimbursed business expenses, and waiting time penalty violations as set forth in this pleading.

131. On June 12, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by and through her attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the State of California Labor and Workforce Development Agency ("LWDA") and sent a letter via Certified Mail Return Receipt Requested to the defendant.

132. More than 65 days have passed since the above letter, and Plaintiff's counsel has not received a notice from the LWDA stating an intention to prosecute Plaintiff's PAGA claims.

133. Plaintiff has complied with the administrative exhaustion requirements of PAGA.

1 134. Plaintiff seeks Labor Code penalties, attorney's fees, and costs, in an amount
2 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

3 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
4 and against Defendants, and each of them, as follows:

5 1. For compensatory damages in the amount of unpaid overtime/double time due to
6 Plaintiff and Class Members, according to proof;

7 2. For compensatory damages in the amount of unpaid minimum wages due to
8 Plaintiff and Class Members, according to proof;

9 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class
10 Members for each workday that a meal and/or rest period was not provided;

11 4. For compensatory damages in the amount of Plaintiff and Class members' out-of-
12 pocket expenses for vehicle use incurred while performing Defendants' business-related duties
13 plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);

14 5. For payment of unpaid wages in accordance with California labor and
15 employment law;

16 6. For an award of consequential damages in Plaintiff and Class members' favor and
17 against Defendants, in an amount to be proven at trial;

18 7. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

19 8. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
20 *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
21 termination or layoff, multiplied by the total amount of days elapsed between the date of the
22 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
23 maximum of 30 days' pay, according to proof;

24 9. For specific relief, enforcing waiting time penalties of 30 days of per diem wages
25 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

26 10. For prejudgment interest accrued on all due and unpaid overtime/double time and
27 minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code*
28 §§218.6 and 1194(a), according to proof;

11. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to Cal. Labor Code §2699(g)

12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to proof;

13. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5(1), 2802 and/or Cal. Code of Civ. Proc. §1021.5;

14. For an award of restitution of wages to Plaintiff and Class members in an amount equal to the amount of wages owed and unpaid, according to proof;

15. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;

16. For other injunctive relief ordering Defendants to notify Plaintiff and Class members that they have not been paid the proper amounts in accordance with California law;

17. For injunctive relief requiring Defendants to comply with Labor Code 1198.5(b)(1);

18. For punitive and exemplary damages in a sum to be determined at trial; and

19. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Sonia Elizabeth Ascensao hereby respectfully requests a trial by jury for all claims and issues raised in her First Amended that may be entitled to a jury trial.

LIPELES LAW GROUP, APC
Date: August 20, 2024

By: _____


Jasmine J. Badawi
Attorneys for Plaintiff,
SONIA ELIZABETH VALERO ASCENSAO