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7 Attorneys for Plaintiff KAITLYN ROJAS and the Proposed
8 Class

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF YOLO

11 KAITLYN ROJAS, individually on behalf
12 of herself and all others similarly situated,
13 Plaintiffs,

14 v.

15 YOLO EATS, INC., a California
16 Corporation; and DOES 1-10,

17 Defendants.

Case No. CV2024-1256

**PLAINTIFF'S CLASS ACTION AND PAGA
FIRST AMENDED COMPLAINT** (California
Code of Civil Procedure §382)

- (1) Failure to Pay Meal Period Premium Wages;
- (2) Failure to Furnish Accurate Itemized Wage Statements;
- (3) Failure To Timely Pay All Wages at Termination – Waiting Time Penalties;
- (4) Unfair Business Practices; and
- (5) Private Attorneys' General Act.

DEMAND FOR JURY TRIAL

18 Plaintiff Kaitlyn Rojas ("Plaintiff"), on behalf of herself and all others similarly
19 situated (hereinafter sometimes collectively referred to as ("Class Plaintiffs" or "Class
20 Members")), hereby files this Class Action and PAGA First Amended Complaint ("Complaint")
21 against Defendants Yolo Eats, Inc., a California Corporation ("Defendant Employer") and DOES
22 1-10 (collectively referred to as "Defendants"). Plaintiff complains and alleges as follows:

23 **I. INTRODUCTION**

24 1. This is a Class Action, pursuant to Code of Civil Procedure §382, seeking
25 damages, restitution, injunctive relief, penalties, reasonable attorneys' fees, and costs, under the
26 California Labor Code as set forth herein, on behalf of Plaintiff and all other individuals who are
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ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 8/14/2024 6:29 PM
By: B Puebla, Deputy

or have been employed by Defendants in California who were (1) denied a Labor Code compliant thirty (30) minute, duty free meal period, entitling them to meal period premium wages; (2) denied accurate itemized wage statements in violation of the Labor Code; and (3) denied the payment of all meal period premium wages due at the end of their employment, entitling them to waiting time penalties. Plaintiff further maintains a cause of action pursuant to the Private Attorneys' General Act ("PAGA").

2. For the four (4) years immediately preceding the filing of this Complaint, Defendants consistently, willfully, and deliberately violated the Labor Code and Business & Professions Code § 17200, *et seq.* ("the Unfair Competition Law") by treating unlawfully Plaintiff and the Class by (1) failing to provide California compliant off duty meal periods and failing to pay meal period premium wages owed, (2) failing to provide accurate itemized wage statements reflecting meal period premium wages owed, and (3) failing to pay all meal period premium wages owing and due at the end of their employment.

3. The “Class Period” is designated from four years prior to the filing of the instant Complaint through the time the Court certifies this case as a class action. Plaintiff is informed and believes that the Labor Code violations asserted herein have been going on for at least four years prior to the filing of this action, and are continuing and will continue unless and until the Court enjoins this unlawful conduct.

II. PARTIES

4. At all relevant times, Plaintiff resides in California. Plaintiff was an employee of Defendant Employer. Defendant Employer hired Plaintiff on or about January 22, 2022 as a server and bartender working at its Morgan's Mill restaurant in Woodland, California. Plaintiff's employment with Defendant Employer ended on May 6, 2024.

5. At all relevant times, Defendant Employer is a California corporation which owns and operates several restaurants located in the Woodland, California area, including Morgan's Mill restaurant where Plaintiff worked.

6. The true names and capacities of Defendants Does 1 through 10, inclusive, whether individual, corporate, associate, agent, employee, or otherwise, are unknown to Plaintiff

1 at the time of filing this Complaint; therefore, Plaintiff sues said Defendants by such fictitious
2 names and will ask leave of Court to amend this Complaint to show their true names or capacities
3 when the same have been ascertained. Plaintiff is informed and believes, and based thereon
4 alleges, that each of the Doe Defendants is, in some manner, responsible for the events and
5 violations of law herein set forth. Plaintiff alleges that Defendants proximately caused injury and
6 damages to Plaintiff as herein alleged.

7 7. At all times herein mentioned, each Defendant was acting as the principal,
8 parent, agent and/or subsidiary of each of the remaining Defendants, and were, always herein
9 mentioned, acting within the scope of said relationship. Plaintiff is informed and believes that
10 each Defendant carried out a joint scheme, conspiracy, business plan or policy in all respects
11 pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.
12 Defendants encouraged and solicited one another to perform the conduct alleged herein, and
13 ratified each other's conduct. Whenever and wherever reference is made in this Complaint to any
14 act by a Defendant or Defendants, inclusive of the Does, such allegations and references shall
15 also be deemed to mean the acts and failures to act legally attributable to each Defendant acting
16 individually, jointly, and/or severally.

17 **III. JURISDICTION AND VENUE.**

18 8. This court has personal jurisdiction over Defendants because, at all relevant
19 times, Defendant Employer was doing business in the State of California and has its corporate
20 offices in Woodland, California. Further, Defendants do business in Yolo County and had Class
21 Plaintiffs work for Defendants in Yolo County.

22 9. Venue is proper in the County of Yolo County in accordance with Code of
23 Civil Procedure §395.5 because this a county where the obligation or liability arises under the
24 Labor Code and IWC Wage Order 5.

25 **IV. FACTUAL ALLEGATIONS**

26 10. Defendant Employer owns and/or operates several restaurants in the
27 Woodland, California area. At all relevant times, Defendants are and have been subject to the
28 California Labor Code and IWC Wage Order 5.

1 11. Throughout the course and scope of Plaintiff's employment with
2 Defendant Employer, Defendant Employer failed to provide Plaintiff, and on information and
3 belief other employees working for Defendant Employer in California, a net thirty-minute, duty-
4 free meal period for each workday during which Plaintiff and the proposed Class were required to
5 work more than five (5) hours, as mandated by California law, or to pay one (1) hour of
6 additional wages at their regular rate of compensation for each occasion in which a duty-free meal
7 period was not provided, as required by Labor Code §§ 226.7 and 512 and the applicable IWC
8 Wage Order. Plaintiff and on information and belief all other California employees were and are
9 entitled to meal period premium wages in accordance with the Labor Code and IWC Wage Order
10 5.

11 12. Plaintiff, and on information and belief other employees working for
12 Defendant Employer in California, have not received compensation for all meal period premium
13 wages at the end of their employment with Defendants, subjecting Defendants to waiting time
14 penalties. Accordingly, Defendant Employer failed to pay Plaintiff, and on information and
15 belief other employees working for Defendant Employer in California, all wages owing and due
16 at the end of their employment with Defendant Employer in violation of Labor Code §203.
17 Further, as a result of Defendant Employer not paying Plaintiff, and on information and belief
18 other employees working for Defendant Employer in California, all meal period premium wages
19 owing and due, Defendant Employer did not provide Plaintiff, and on information and belief
20 other employees working for Defendant Employer in California, with accurate itemized wage
21 statements in violation of Labor Code §226.

22 13. Defendants' foregoing wrongful acts constitute continuing and ongoing
23 unlawful activity in violation of the Labor Code and Business & Professions Code § 17200, et
24 seq. ("Unfair Competition Law"). Accordingly, Defendants should be enjoined from continuing
25 to violate the Labor Code and the Unfair Competition Law as set forth herein, including but not
26 limited to an injunction ordering Defendants to cease the unlawful business practices in violation
27 of IWC Wage Order No. 5-2001, section 4 (c), and the Unfair Competition Law.

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1 determined, but Plaintiff is informed and believes that the potential members of the class are over
2 35 current and former employees of Defendant Employer.

3 17. Commonality: There are questions of law and fact that are common to
4 Plaintiff and the Class that predominate over any questions affecting only individual members of
5 the potential Class, including but not limited to the following: Whether Defendant Employer
6 improperly treated Plaintiff and the Class unlawfully by (1) failing to provide California
7 compliant off duty meal periods and failing to pay meal period premium wages owed, (2) failing
8 to provide accurate itemized wage statements reflecting meal period premium wages owed,
9 and/or (3) failing to pay all meal period premium wages owing and due at the end of their
10 employment.

11 18. Typicality: Plaintiff's claims are typical of the Class. Plaintiff and other
12 Class Members sustained damages due to Defendant Employer's actions as described herein.
13 Thus, each member of the Class will have the same basis for damages under the Labor Code and
14 the Unfair Competition Law.

15 19. Adequacy of Representation: Plaintiff is a member of the Class and will
16 fairly and adequately represent and protect the interests of the Class. Plaintiff's interests do not
17 conflict with the interests of the Class. Plaintiff's counsel is competent and experienced in
18 litigating wage and hour class actions and will devote sufficient time and resources to the case
19 and adequately represent the interests of the Class.

20 20. Superiority: A class action is superior to other available means for the fair
21 and efficient adjudication of the instant controversy since individual joinder of all members of the
22 class is impracticable. Class action treatment will permit a larger number of similarly situated
23 persons to prosecute their common claims in a single forum simultaneously, efficiently, and
24 without the unnecessary duplication of effort and expense that numerous individual actions would
25 create. Further, as damages suffered by each individual member of the class may be relatively
26 small, the expenses and burden of the individual litigation would make it difficult or impossible
27 for individual members of the Class to redress the wrongs done to them, and an important public
28 interest will be served by addressing the matter as a Class Action. The cost to the court system of

1 adjudication of such individualized litigation would be substantial. Individualized litigation
2 would also present the potential for inconsistent or contradictory judgments.

3 **VI. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PROVIDE MEAL PERIODS**

6 **(BY PLAINTIFF, individually and on behalf of the Class Members,**
7 **AGAINST ALL DEFENDANTS)**

8 21. Plaintiff re-alleges and incorporates herein by reference the allegations
9 contained in Paragraphs 1 through 20 of the Complaint as though fully set forth herein.

10 22. While working for Defendants, Plaintiff, and on information and belief
11 other employees working for Defendant Employer in California, systematically worked periods
12 of more than five (5) hours in a workday without being provided a mandated thirty (30) minute,
13 duty free meal period in violation of Labor Code §§ 226.7 and 512, the applicable Wage Order
14 and California regulations, without limitation. California law requires Plaintiff, and on
15 information and belief other employees working for Defendant Employer in California, to be
16 paid one (1) additional hour of pay per day at his regular rate of compensation for each day that
17 he did not receive a meal period to which he was legally entitled. Plaintiff, and on information
18 and belief other employees working for Defendant Employer in California, did not receive such
19 pay. Therefore, Plaintiff, and on information and belief other employees working for Defendant
20 Employer in California, has not been paid all of the wages due to them.

21 23. Plaintiff requests restitution of meal period premium wages on behalf of
22 Plaintiff and the proposed Class, injunctive relief to ensure Defendants comply with Labor Code
23 §§ 226.7 and 512, the applicable Wage Order and California regulations, and all other applicable
24 relief allowed by law, including attorneys' fees under Labor Code §218.5 and interest thereon
pursuant to Labor Code section 218.6.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(BY PLAINTIFF, individually and on behalf of the Class Members,**
4 **AGAINST ALL DEFENDANTS)**

5 24. Plaintiff re-alleges and incorporates herein by reference the allegations
6 contained in Paragraphs 1 through 23 of the Complaint as though fully set forth herein.

7 25. Defendants knowingly and intentionally furnished Plaintiff, and on
8 information and belief other employees working for Defendant Employer in California, with
9 inaccurate and false itemized statements as described herein, as required by Labor Code §226,
10 and the applicable Wage Order and California Regulations. Throughout her employment,
11 Plaintiff, and on information and belief other employees working for Defendant Employer in
12 California, earned meal period premium wages. However, Defendants failed to pay Plaintiff, and
13 on information and belief other employees working for Defendant Employer in California, meal
14 period premium wages. Defendants further failed to report on its itemized wage statements to
15 Plaintiff, and on information and belief other employees working for Defendant Employer in
16 California, any of the meal period premium wages earned, which caused Defendants' itemized
17 wage statements for Plaintiff, and on information and belief other employees working for
18 Defendant Employer in California, to state the incorrect gross and net wages earned and failed to
19 state the meal period premium wages owed.

20 26. Pursuant to Labor Code §226(e)(1), Plaintiff, and on information and belief
21 other employees working for Defendant Employer in California, is entitled to recover the greater
22 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
23 and one hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an
24 aggregate penalty of four thousand dollars (\$4,000).

25 27. As a result of Defendants' unlawful actions, Plaintiff has been required to
26 retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff
27 is entitled to recover Plaintiff's reasonable attorney's fees and costs incurred herein pursuant to
28 Labor Code §226(e)(1). Plaintiff further seeks injunctive relief to ensure Defendants comply with

1 Labor Code § 226, as well as Plaintiff's reasonable attorney's fees and costs incurred herein,
2 pursuant to Labor Code §226(h).

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY ALL WAGES DUE AT TERMINATION - WAITING TIME**
5 **PENALTIES**

6 **(BY PLAINTIFF, individually and on behalf of the Class Members,**
7 **AGAINST ALL DEFENDANTS)**

8 28. Plaintiff re-alleges and incorporates herein by reference the allegations
9 contained in Paragraphs 1 through 23 of the Complaint as though fully set forth herein.

10 29. California Labor Code §201 requires an employer who discharges an
11 employee to pay all compensation due and owing to said employee immediately upon discharge.
12 Labor Code §202 requires an employer to promptly pay all compensation due and owing to said
13 employee within seventy-two (72) hours of that employee's termination of employment by
14 resignation. California Labor Code §203 provides that if an employer willfully fails to pay all
15 compensation promptly upon discharge or resignation, as required under §§201 and 202, then the
16 employer is liable for waiting time penalties in the form of continued compensation for up to
17 thirty (30) work days.

18 30. Defendants willfully failed and refused, and continue to willfully fail and
19 refuse, to timely pay all compensation and wages due to Plaintiff, and on information and belief
20 other employees working for Defendant Employer in California, upon the cessation of their
21 employment, as required by Labor Code §§201-202. Defendants have failed and continue to fail
22 to pay Plaintiff, and on information and belief other employees working for Defendant Employer
23 in California, all meal period premium wages owing any due.

24 31. As a result of Defendants' unlawful acts, Defendants are liable to Plaintiff,
25 and on information and belief other employees working for Defendant Employer in California,
26 who are no longer employed by Defendant Employer for waiting time penalties under Labor
27 Code §203, together with interest thereon pursuant to Labor Code section 218.6. Plaintiff further
28 seeks injunctive relief to ensure Defendants comply with Labor Code §§ 201 – 203.

32. As a result of Defendants' unlawful actions, Plaintiff has been required to

1 retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff
2 is entitled to recover Plaintiff's reasonable attorney's fees and costs incurred herein pursuant to
3 Labor Code section 218.5.

4 **FOURTH CAUSE OF ACTION**
5 **UNFAIR BUSINESS PRACTICES**

6 **(BY PLAINTIFF, individually and on behalf of the Class Members, AGAINST ALL**
7 **DEFENDANTS)**

8 33. Plaintiffs re-allege and incorporate herein by reference the allegations
9 contained in Paragraphs 1 through 32 of the Complaint as though fully set forth herein.

10 34. Defendants' foregoing wrongful acts in violation of the Labor Code as
11 described herein, constitute continuing and ongoing unlawful activity prohibited by Business &
12 Professions Code § 17200, *et seq.* ("the Unfair Competition Law") and justifies the issuance of an
13 injunction, restitution, and other equitable relief pursuant to Business & Professions Code §
14 17203.

15 35. Defendants' conduct described herein was directly in violation of
16 California's wage and hour laws, and it constitutes and was intended to constitute unfair
17 competition and unlawful and unfair acts and practices within the meaning of the Unfair
18 Competition Law.

19 36. Through their wrongful and unlawful acts, as described herein, Defendants
20 have acted contrary to the public policy of this State.

21 37. Defendants have engaged in unlawful business acts and practices by
22 violating the Labor Code as described herein.

23 38. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants
24 have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and
25 the proposed Class Members.

26 39. Therefore, under the provisions of the Unfair Competition Law and Labor
27 Code §§ 201-203 and 512, Defendants should be enjoined from this activity and should provide
28 restitution to Plaintiff and the proposed Class Members for the wrongfully withheld compensation
pursuant to Business and Professions Code §17203, in a sum according to proof for the 4-year

1 period preceding the filing of this Complaint up to and including the present, for violation of the
2 Labor Code.

3 **FIFTH CAUSE OF ACTION**
4 **CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT**
5 **(BY PLAINTIFF, individually and on behalf of all others similarly situated and the State of**
6 **California, AGAINST ALL DEFENDANTS)**

7 40. Plaintiff re-alleges and incorporates herein by reference the allegations
8 contained in Paragraphs 1 through 2, 4 through 12, and 22 through 23, 25 through 27, and 29
9 through 32 of the Complaint as though fully set forth herein.

10 41. The Court has jurisdiction of this cause of action pursuant to Labor Code
11 §§2699, et seq.

12 42. Plaintiff is an "aggrieved employee" as defined under Labor Code
13 §2699(c), and thus has standing to bring this representative action on behalf of herself and all and
14 all other individuals who are or have been employed by Defendants in California who were (1)
15 denied a Labor Code compliant thirty (30) minute, duty free meal period, entitling them to meal
16 period premium wages; (2) denied accurate itemized wage statements in violation of the Labor
17 Code; and/or (3) denied the payment of all meal period premium wages due at the end of their
18 employment, entitling them to waiting time penalties. Plaintiff seeks PAGA penalties on behalf of
19 herself, other aggrieved current or former employees of Defendant, and the State of California for
20 violations of the Labor Code as set forth herein, pursuant to Labor Code §§2699 and 2699.3.

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

27 44. Labor Code §2699(f) provides: "For all provisions of this code except
28 those for which a civil penalty is specifically provided, there is established a civil penalty for a
violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person
employs one or more employees, the civil penalty is one hundred dollars (\$100) for each

1 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
2 each aggrieved employee per pay period for each subsequent violation."

3 45. Defendant violated numerous provisions of the California Labor Code and
4 Wage Orders, including without limitation: IWC Wage Order 5. As a result of these violations,
5 Plaintiff, on behalf of herself, other aggrieved employees, and the State, will seek penalties
6 against Defendant under Labor Code § 2699(f).

7 46. Meal Period Violations: Defendant Employer required Plaintiff and other
8 California employees employed by Defendant Employer to work more than five (5) hours during
9 their shifts without providing a net thirty-minute, duty-free meal period to them, and failed to pay
10 Plaintiff and other aggrieved employees any meal period premium wages as required by Labor
11 Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001.

12 47. Waiting Time Penalties: California Labor Code §201 requires an employer
13 who discharges an employee to pay all compensation due and owing to said employee
14 immediately upon discharge. Labor Code §202 requires an employer to promptly pay
15 compensation due and owing to said employee within seventy-two (72) hours of that employee's
16 termination of employment by resignation. California Labor Code §203 provides that if an
17 employer willfully fails to pay meal period premium wages owed promptly upon discharge or
18 resignation, as required under §§201 and 202, then the employer is liable for waiting time
19 penalties in the form of continued compensation for up to thirty (30) work days. Defendant
20 Employer willfully failed and refused, and continue to willfully fail and refuse to timely pay all
21 meal period premium wages due to Plaintiff other former aggrieved employees upon the cessation
22 of their employment, as required by Labor Code §§201-202.

23 48. Defendant Employer knowingly and intentionally failed to furnish Plaintiff,
24 and on information and belief and other aggrieved employees employed by Defendant Employer,
25 with accurate wage statements, as required by Labor Code §226. As a result of Defendant
26 Employer's unlawful acts, Defendant Employer is liable for the amounts provided by Labor Code
27 §226, including attorney's fees and costs.

28 49. Plaintiff will seek the following civil penalties against Defendant for

1 herself, the State, and aggrieved employees:

- 2 a. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant
3 Employer's failure to provide compliant meal periods and pay meal
4 period premium wages to Plaintiff and other aggrieved employees, in
5 violation of Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-
6 2001.
- 7 b. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant
8 Employer's failure to provide Plaintiff and other aggrieved employees
9 with accurate wage statements, as required by Labor Code §226.
- 10 c. Plaintiff seeks civil penalties under Labor Code §2699(f) for Defendant
11 Employer's failure to pay Plaintiff and other aggrieved employees all
12 meal period premium wages owed promptly upon discharge or
13 resignation, as required under Labor Code §§201 and 202.

14
15 50. As a result, Plaintiff seeks civil penalties as provided under applicable
16 Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor
17 Code§2699(a). To the extent that any violation alleged herein does not carry a penalty, Plaintiff
18 seeks civil penalties pursuant to Labor Code §2699(f) for Plaintiff and PAGA Aggrieved
19 Employees for violations of those sections.

20 51. Plaintiff seeks penalties on behalf of herself, the PAGA Aggrieved
21 Employees, and the State, as provided by Labor Code §2699(i). Affected employees are
22 numerous, and it would be impracticable to bring all the affected co-employees before the Court.

23 52. Plaintiff's PAGA claim does not require Class Certification. Plaintiff does
24 not need a Court Order authorizing the representation of the class for this cause of action.

25 53. As a result of its violations of the Labor Code, and the injuries suffered by
26 Plaintiff and the PAGA Aggrieved Employees, Defendant is liable to Plaintiff, the PAGA
27 Aggrieved Employees and the State for the civil penalties sought herein.

28 54. Plaintiff also is entitled to an award of attorneys' fees and costs pursuant to

1 Labor Code section 2699(g).

2 55. On June 5, 2024, Plaintiff provided timely notice of her intention to bring
3 an action pursuant to the PAGA, Labor Code §§2699, *et seq.*, to the California Labor and
4 Workforce Development Agency (“LWDA”) and Defendant. No response was received within
5 the following sixty-five (65) calendar days. Therefore, Plaintiff has satisfied the requirements to
6 assert a PAGA claim under Labor Code §2699.3.

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8 **IV. PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff KAITLYN ROJAS, on behalf of herself and the above-
10 described Class and Sub-Classes, prays for the following relief against Defendants, and each of
11 them where applicable, as follows:

12 1. Certification of the First through Fourth Causes of Action as a class action
13 on behalf of the Class described herein and designation of Plaintiff as the representative and
14 Basham Law Group, Inc., as counsel for the Class and Sub-Classes described herein;

15 2. As to the First Cause of Action, a declaratory judgment that Defendant
16 Employer and Does 1 through 10 violated IWC Wage Order No. 5-2001 and Labor Code §§
17 226.7 and 512 as alleged herein;

18 3. As to the First Cause of Action, that Defendant Employer and Does 1
19 through 10 be enjoined from continuing to violate Labor Code §§ 226.7 and 512 as alleged
20 herein, including but not limited to an injunction ordering Defendants to cease the unlawful
21 business practices which violate the Labor Code as alleged therein and requiring Defendants to
22 fully comply with Labor Code §§ 226.7 and 512.

23 4. As to the First Cause of Action, for an award against Defendants and in
24 favor of Plaintiff and the Class Members in an amount according to proof for unpaid meal period
25 premium wages earned by Plaintiff and the Class Members in accordance with Labor Code §§
26 226.7 and 512;

27 5. As to the First Cause of Action, for prejudgment and post judgment
28 interest, attorney’s fees, and costs of suit pursuant to Labor Code §§ 218.5, 218.6 and Civil Code

1 §§3287-3288;

2 6. As to the Second Cause of Action, a declaratory judgment that Defendant
3 Employer and Does 1 through 10 violated Labor Code §226 as alleged herein.

4 7. As to the Second Cause of Action, that Defendant Employer and Does 1
5 through 10 be enjoined from continuing to violate Labor Code § 226 as alleged herein, including
6 but not limited to an injunction ordering Defendants to cease the unlawful business practices
7 which violate the Labor Code as alleged therein and requiring Defendants to fully comply with
8 Labor Code § 226.

9 8. As to the Second Cause of Action, for an award against Defendants and in
10 favor of Plaintiff and the Class Members in an amount according to proof for payment of all
11 applicable penalties for failure to provide accurate itemized wage statements to Plaintiff and the
12 Class Members in an amount according to proof pursuant to Labor Code §226;

13 9. As to the Second Cause of Action, for prejudgment and post judgment interest,
14 attorney's fees, and costs of suit pursuant to Labor Code §226(e)(1) and Civil Code §§3287-3288;

15 10. As to the Third Cause of Action, a declaratory judgment that Defendant
16 Employer and Does 1 through 10 violated Labor Code §203 as alleged herein.

17 11. As to the Third Cause of Action, that Defendant Employer and Does 1
18 through 10 be enjoined from continuing to violate Labor Code § 203 as alleged herein, including
19 but not limited to an injunction ordering Defendants to cease the unlawful business practices
20 which violate the Labor Code as alleged therein and requiring Defendants to fully comply with
21 Labor Code § 203.

22 12. As to the Third Cause of Action, for an award against Defendants and in
23 favor of Plaintiff and the Class Members in an amount according to proof for payment of all
24 applicable penalties for non-payment of wages to Plaintiff in accordance with Labor Code §203;

25 13. As to the Third Cause of Action, for prejudgment and post judgment
26 interest, attorney's fees, and costs of suit pursuant to Labor Code §§218.5 – 218.6 and Civil Code
27 §§3287-3288;

28 14. As to the Fourth Cause of Action, a declaratory judgment that Defendant

1 Employer and Does 1 through 10 violated Business and Professions Code §17200 *et seq.* as a
2 result of Defendants' violations of the Labor Code as alleged herein;

3 15. As to the Fourth Cause of Action, that Defendant Employer and Does 1
4 through 10 be ordered to make restitution to Plaintiff and the Class Members due to their unfair
5 competition, including disgorgement of their wrongfully obtained revenue, earnings, profits,
6 compensation and benefits in violation of the California Business and Professions Code in an
7 amount according to proof at trial;

8 16. As to the Fourth Cause of Action, that Defendant Employer and Does 1
9 through 10 be enjoined from continuing to engage in unfair competition in violation of the
10 Business and Professions Code, including but not limited to an injunction ordering Defendants to
11 cease the unlawful and unfair business practices which violate the Labor Code as alleged herein;

12 17. As to the Fourth Cause of Action, for prejudgment and post judgment
13 interest, and costs of suit pursuant to Civil Code §§3287-3288 and/or any other applicable statute;

14 18. As to the Fifth Cause of Action, for an award of all applicable civil
15 penalties referenced herein, including but not limited to civil penalties pursuant to Labor Code
16 §2699(f) on behalf of Plaintiff, the PAGA Aggrieved Employees, and the State of California,
17 against Defendants, according to proof at trial;

18 19. As to the Fifth Cause of Action, for prejudgment and post judgment
19 interest, attorney's fees, and costs of suit pursuant to Labor Code §2699(g) and Civil Code
20 §§3287-3288.

21 20. As to all Causes of Action, for all other relief that is just and proper.
22

23 Date: August 14, 2024

BASHAM LAW GROUP

24
25 By: 

26 GARY R. BASHAM

27 Attorneys for Plaintiff KAITLYN ROJAS and the
28 Proposed Class

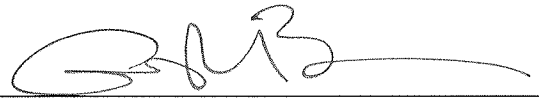
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DEMAND FOR JURY TRIAL

Plaintiff KAITLYN ROJAS hereby demands a trial by jury as provided by California Code of Civil Procedure section 631 and any other applicable law or statute.

Date: August 14, 2024

BASHAM LAW GROUP

By: 
GARY R. BASHAM

Attorneys for Plaintiff KAITLYN ROJAS and the
Proposed Class