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Attorneys for Plaintiff MARTHA GARCIA, on
behalf of herself and all others similarly situated
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

MARTHA GARCIA, on behalf of herself
and all others similarly situated, and on
behalf of the general public,

Plaintiff,

v.

VALLEY DINERS LLC; and DOES 1-100,

Defendants.

Case No. CV-24-006493

**PLAINTIFF MARTHA GARCIA'S PAGA
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties (Cal. Lab. Code § 2698, et. seq.)
8. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

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3 Plaintiff MARTHA GARCIA (hereinafter “Plaintiff”), on behalf herself and all other similarly
4 aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against Defendant
5 VALLEY DINERS LLC (hereinafter “Defendant”) and/or DOES 1-100.

6 **I. INTRODUCTION**

- 7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
9 Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a
10 lawsuit on behalf of herself and other current and former employees to address an employer’s
11 violations of the *California Labor Code*.
- 12 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendant
13 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
14 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
15 break; worked qualifying shifts without receiving second meal periods and second and third
16 rest breaks; were not provided accurate itemized wage statements; were not paid compensation
17 for all time worked at the straight, overtime, or double time rate; were not paid waiting time
18 penalties; were not paid all wages owed twice per month; and were not reimbursed for business
19 expenses. Plaintiff seeks penalties on behalf of herself and all other aggrieved employees of
20 Defendant and/or DOES as provided herein. This Complaint also seeks attorneys’ fees and
21 costs under the PAGA, Cal. Lab. Code § 2699(g)(1).
- 22 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
23 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
24 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
25 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all
26 unprovided meal periods; paid one hour of premium pay for all rest periods that were not
27 authorized and/or permitted; paid penalties for not being provided itemized wage statements;
28 paid compensation for all time worked at the regular, overtime or double time rate; paid

penalties for not being paid timely at the time of termination; paid all wages owed twice per month; and not reimbursed for business expenses.

4. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight time, overtime, double time, rest periods, wage statements, paying compensation at time of termination, timing of payment; and business expense reimbursement. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the other aggrieved employees from working.

II. JURISDICTION AND VENUE

5. Plaintiff is an individual residing in California. Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the aggrieved employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the aggrieved employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operates facilities, employs hourly employees, conducts business, and commits *California Labor Code* violations within Stanislaus County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Stanislaus County. Defendant and/or DOES employ numerous aggrieved employees in California and/or Stanislaus County.
7. Plaintiff brings this action on behalf of herself and the other aggrieved employees of Defendant

and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

8. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil Procedure*, and *Civil Code*.

9. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Stanislaus, California.

III. THE PARTIES

A. Plaintiff

10. Plaintiff, a former employee of Defendant and/or DOES, and similar aggrieved employees were and are entitled to statutory meal periods, statutory rest periods, accurate itemized wage statements, compensation for all time worked at the regular, overtime, and doubletime rate, to receive timely wages at the time of termination, to be paid timely pursuant to California law, and to be reimbursed for business expenses.

11. Plaintiff and similar aggrieved employees were and are employed in the State of California by the Defendant and/or DOES as non-exempt hourly employees during the relevant time period. Plaintiff was employed in a non-exempt capacity.

12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the LWDA and Defendant on May 8, 2024. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a

private attorney general. No notice of cure by Defendant and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

B. Defendant

13. Defendant and/or DOES operates “Pizza Factory” restaurant locations throughout the State of California, employing Plaintiff and the aggrieved employees to serve Defendant’s and/or DOES’ customers.

14. Defendant’s and/or DOES’ principal place of business was/is in the State of California.

15. Defendant and/or DOES have numerous offices and/or contracts in the State of California.

16. California is the nerve center of Defendant’s and/or DOES’ operations.

17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendant and/or DOES and were acting on behalf of Defendant and/or DOES at all times.

IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of her claims

1 with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendant
2 and/or DOES in the State of California. Plaintiff and the other aggrieved employees are
3 composed of all non-exempt hourly employees of Defendant and/or DOES in the State of
4 California.

5 21. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
6 Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the
7 minimum, regular, overtime, and/or doubletime rate of pay.

8 22. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
9 Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal
10 periods in a timely manner or payment of one hour of pay as additional compensation at
11 Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,
12 uninterrupted meal period.

13 23. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
14 of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by
15 failing to provide compensation for these unprovided meal periods, Defendant and/or DOES
16 willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 5-2001, and
17 California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES failed
18 to provide Plaintiff and the other aggrieved employees another duty-free meal period of not
19 less than thirty (30) minutes for every shift of more than ten (10) hours per day.

20 24. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
21 Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take
22 legally compliant rest periods in a timely manner or payment of one hour of pay as additional
23 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were
24 not authorized and/or permitted to take a legally compliant rest period.

25 25. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
26 thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide
27 compensation for these periods, Defendant and/or DOES willfully violated the provisions of
28 *Cal. Lab. Code* § 226.7, IWC Wage Order No. 5-2001, and California Code of Regulations,

Section 11070(12).

26. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

27. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the aggrieved employees all wages earned twice per month.

28. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the aggrieved employees.

30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with California law, and that Defendant and DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other aggrieved employees.

31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the other aggrieved employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

32. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be reimbursed for business expenses in accordance with California law.

1 34. Plaintiff brings this action on behalf of herself and all other aggrieved employees defined as
2 all non-exempt hourly employees of Defendant and/or DOES in California, employed
3 beginning one year prior to the date Plaintiff sent Notice to the LWDA.

4 35. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with
5 respect to the issues or in any other way.

6 **FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
7 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages**
8 **for All Work Performed (Cal. Lab. Code §2698 et. seq.).**

9 36. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
10 as if fully plead.

11 37. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab.
12 Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the
13 pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits
14 the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions
15 from wages when the employer is required or empowered to do so by state or federal law or
16 when the deduction is expressly authorized in writing by the employee for specified purposes
17 that do not in effect reduce the agreed upon wage.

18 38. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting
19 individually as an officer, agent, or employee of another person, who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
21 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
22 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

23 39. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved
24 employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and
25 consistent policy of requiring employees to work before clocking in, after clocking out, and
26 during meal periods. Plaintiff and the aggrieved employees are not paid for this time.

27 40. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
28 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control

1 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
2 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
3 thereby denying them the right to be completely free from employer control under California
4 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
5 employees every day they work without a lawful meal period and have time deducted for a
6 meal period.

7 41. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
8 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay
9 Plaintiff and similarly aggrieved employees for meal period time when Plaintiff and the
10 aggrieved employees were not relieved of all duties and/or employer control.

11 42. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with the
12 wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendant
13 and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved
14 employees' rights.

15 43. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid
16 wages, and lost interest on such wages, and expenses.

17 44. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
18 worked for Defendant and/or DOES in California.

19 45. Plaintiff, as a former non-exempt employee of Defendant and/or DOES who Defendant and/or
20 DOES failed to pay all wages, is an aggrieved employee with standing to bring an action under
21 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
22 to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* §
23 2699.5.

24 46. Plaintiff, as a representative of the people of the State of California, will seek any and all
25 penalties otherwise capable of being collected by the Labor Commission and/or the
26 Department of Labor Standards Enforcement (DLSE). This includes each of the following, as
27 set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any
28 alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

1 47. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
2 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
3 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
4 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

6 48. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
7 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
8 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
9 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
10 pursuant to Cal. Lab. Code § 558(a).

11 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private**
12 **Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages**
13 **Owed**

14 49. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
15 as if fully plead.

16 50. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in
17 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek
18 and the first eight hours worked on the seventh day of work in any one workweek shall be
19 compensated at the rate of no less than one and one-half times the regular rate of pay for an
20 employee.

21 51. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be
22 compensated at the rate of no less than twice the regular rate of pay for an employee. In
23 addition, any work in excess of eight hours on any seventh day of a workweek shall be
24 compensated at the rate of no less than twice the regular rate of pay of an employee.

25 52. Defendant and/or DOES failed to pay overtime when Plaintiff and the aggrieved employees
26 worked over eight (8) hours per day and when they worked over forty (40) hours per week.

27 53. Plaintiff and the aggrieved employees were deprived of wages for overtime hours worked
28 because Defendant and/or DOES failed to pay them overtime wages for all overtime hours

1 worked. This resulted in Plaintiff and the aggrieved employees not being paid all overtime
2 wages owed to them.

3 54. Defendant and/or DOES also failed to pay Plaintiff and the aggrieved employees for all hours
4 worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week,
5 thus depriving Plaintiff and the aggrieved employees of overtime wages.

6 55. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
7 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
8 a continuous and consistent policy of requiring employees to work before clocking in, after
9 clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for
10 this time, and when Plaintiff and the aggrieved employees work over eight (8) hours in a shift
11 and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

12 56. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
13 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
14 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
15 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
16 thereby denying them the right to be completely free from employer control under California
17 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
18 employees every day they work without a lawful meal period and have time deducted for a
19 meal period. When Plaintiff and the aggrieved employees work over eight (8) hours in a shift
20 and forty (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

21 57. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
22 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved
23 employees by failing to pay Plaintiff and the aggrieved employees for time when Plaintiff and
24 the aggrieved employees were not relieved of all duties and/or employer control. By failing to
25 pay for this time when Plaintiff and the aggrieved employees work over eight (8) hours in a
26 shift and forty (40) hours in a week, these unpaid hours must be compensated at an overtime
27 rate.

28 58. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid

wages, and lost interest on such wages, and expenses.

59. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

60. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

61. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

62. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code §2698 et. seq.).

63. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

64. Under Cal. Lab. Code § 512, and IWC Wage Order 5-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30)

1 minute meal period.

2 65. In addition, an employer may not employ an employee for a work period of more than ten (10)
3 hours per day without providing the employee with another meal period of not less than thirty
4 (30) minutes.

5 66. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in
6 accordance with the above requirements, the employer shall pay the employee one (1) hour of
7 pay at the employee's regular rate of compensation for each workday that the meal period is
8 not provided.

9 67. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
10 failing to provide employees with meal periods within the timeframes outlined by California
11 law. Specifically, Defendant and/or DOES fail to provide Plaintiff and the aggrieved
12 employees with meal periods, if at all, within the first five (5) continuous hours of work and
13 fail to provide Plaintiff and the aggrieved employees with second meal periods, if at all, within
14 the first ten (10) continuous hours of work.

15 68. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
16 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
17 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
18 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
19 thereby denying them the right to be completely free from employer control under California
20 law.

21 69. In addition, Defendant and/or DOES fail to keep accurate records of meal periods for Plaintiff
22 and the aggrieved employees.

23 70. By failing to provide statutory first and/or second meal periods, and by failing to provide
24 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
25 willfully violated the provisions of the Cal. Lab. Code §§ 226.7 and 512.

26 71. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
27 worked for Defendant and/or DOES in California.

28 72. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal

periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

73. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

74. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

75. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *Cal. Lab. Code* § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to *Cal. Lab. Code* § 558(a).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab. Code §2698 et. seq.).

76. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

77. Industrial Welfare Commission Order No. 5-2001 section 11(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

78. Defendant and/or DOES failed to provide rest periods to Plaintiff and the aggrieved employees.

1 79. Defendant and/or DOES have had a consistent policy and/or practice of not providing duty
2 free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major fraction
3 thereof, to Plaintiff and the aggrieved employees.

4 80. Defendant and/or DOES have a continuous policy and practice that fails to provide Plaintiff
5 and the aggrieved employees with rest periods “at the rate of ten (10) minutes net rest time per
6 four (4) hours or major fraction thereof.” Specifically, Defendant and/or DOES do not provide
7 Plaintiff and the aggrieved employees with rest periods consisting of ten (10) minutes net rest
8 time, nor do they provide them with a rest period per four (4) hours worked or major fraction
9 thereof.

10 81. Furthermore, when Plaintiff and the aggrieved employees are able to take rest periods, Plaintiff
11 and the aggrieved employees are not relieved of all duties and/or employer control during their
12 rest periods. For example, Plaintiff and the aggrieved employees worked through their rest
13 periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby
14 denying them the right to be completely free from employer control under California law.

15 82. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
16 day by non-exempt employees, and by failing to provide compensation for these unprovided
17 periods, as alleged above, Defendant and/or DOES willfully violated the provisions of Cal.
18 Lab. Code § 226.7 and Industrial Welfare Commission Order No. 5-2001 section 11(A).

19 83. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
20 worked for Defendant and/or DOES in California.

21 84. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
22 periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
23 has satisfied all prerequisites to serve as a representative of the general public to enforce
24 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for
25 violations of Cal. Lab. Code § 226.7.

26 85. Plaintiff, as a representative of the people of the State of California, will seek all penalties
27 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
28 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section

2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

86. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

87. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).

88. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

89. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left Defendant's and/or DOES' employ or who were terminated.

90. Plaintiff and/or the other aggrieved employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

91. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 92. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
2 pay Plaintiff and the other aggrieved employees who are no longer employed by Defendant
3 and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their
4 leaving Defendant's and/or DOES' employ.

5 93. Defendant and/or DOES also have a continuous policy of not providing all final wages owed
6 to employees who are fired at the time of termination or who quit at all, let alone within
7 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

8 94. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
9 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
10 a continuous and consistent policy of requiring employees to work before clocking in, after
11 clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for
12 this time.

13 95. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
14 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
15 during their meal periods. For example, Plaintiff and the aggrieved employees worked through
16 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
17 thereby denying them the right to be completely free from employer control under California
18 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
19 employees every day they work without a lawful meal period and have time deducted for a
20 meal period.

21 96. Plaintiff and the aggrieved employees are also informed and believe and thereon allege that
22 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay
23 Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved
24 employees were not relieved of all duties and/or employer control.

25 97. Moreover, Plaintiff and the aggrieved employees are informed and believe and thereon allege
26 that Defendant and/or DOES failed to pay all meal and rest period premium wages owed to the
27 aggrieved employees at the time of their termination.

28 98. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no

longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of Cal. Lab. Code §§ 201 and 202.

99. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

100. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

101. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages due at termination, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

102. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

103. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

104. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages

pursuant to Cal. Lab. Code § 558(a).

SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 et. seq.).

105. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

106. Cal. Lab. Code § 226 subdivision (a) requires Defendant and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendant and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee....”

107. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

108. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in

1 excess of the normal work period shall be paid no later than the payday for the next regular
2 payroll period.” An employer complies with *California Labor Code* section 226(a) “if hours
3 worked in excess of the normal work period during the current pay period are itemized as
4 corrections on the paystub for the next regular pay period. Any corrections set out in a
5 subsequently issued paystub shall state the inclusive dates of the pay period for which the
6 employer is correcting its initial report of hours worked.”

7 109. Defendant and/or DOES have knowingly and intentionally failed to comply with *California*
8 *Labor Code* section 226(a) by failing to include all of the information required by *California*
9 *Labor Code* section 226(a)(1) through (9) on each and every wage statement provided to
10 Plaintiff and the aggrieved employees.

11 110. In every pay period during the period of the relevant statute of limitations, Defendant and/or
12 DOES knowingly and intentionally failed to include “the name and address of the legal entity
13 that is the employer” on the wage statement provided Plaintiff and the aggrieved employees as
14 *California Labor Code* section 226, subsection (a), requires.

15 111. Additionally, by virtue of its failure to pay for all time worked, Defendant and/or DOES
16 knowingly and intentionally did not correctly itemize the gross wages earned, total hours
17 worked, net wages earned, and number of hours worked at each hourly rate on wage statements
18 provided to Plaintiff and the aggrieved employees as *California Labor Code* section 226,
19 subsection (a), requires in every pay period during the period of the relevant statute of
20 limitations.

21 112. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
22 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
23 a continuous and consistent policy of requiring employees to work before clocking in, after
24 clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for
25 this time.

26 113. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
27 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
28 during their meal periods. For example, Plaintiff and the aggrieved employees worked through

1 their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
2 thereby denying them the right to be completely free from employer control under California
3 law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved
4 employees every day they work without a lawful meal period and have time deducted for a
5 meal period.

6 114. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
7 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay
8 Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved
9 employees were not relieved of all duties and/or employer control.

10 115. In addition, Defendant and/or DOES failed to list all meal and rest period premiums that were
11 owed to Plaintiff and the aggrieved employees on wage statements.

12 116. Throughout the statutory period, because of the knowing and intentional failure by Defendant
13 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the
14 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours
15 worked and have, therefore, not received full compensation.

16 117. Further, in addition to any penalties levied upon Defendant and/or DOES for its failure to
17 comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Plaintiff and the
18 aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses
19 additional penalties for the failure to keep the records required in subdivision (a) of Section
20 226. *Labor Code* section 226 subdivision (a) requires Defendant and/or DOES to maintain
21 records that "accurately shows all of the information required by this subdivision." Defendant
22 and/or DOES have violated their statutory duty to maintain records for Plaintiff and the
23 aggrieved employees that contain all of the information under *Labor Code* section 226(a)(1)
24 through (9).

25 118. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
26 worked for Defendant and/or DOES in California.

27 119. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to provide accurate
28 and itemized wage statements, is an aggrieved employee with standing to bring an action under

the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

120. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

121. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

122. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

123. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

124. California Labor Code section 2802 provides: "An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...[which includes] all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

1 125. Plaintiff and the aggrieved employees incurred expenses necessary for the discharge of their
2 duties without receiving reimbursement from Defendant and/or DOES. For example,
3 Defendant and/or DOES required Plaintiff the aggrieved employees to use to use their personal
4 cell phones to communicate with Defendant and/or DOES, but failed to reimburse this expense.
5 Additionally, Defendant and/or DOES require the aggrieved employees to use their personal
6 vehicles when making deliveries to customers, but do not reimburse them for this expense.

7 126. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
8 worked for Defendant and/or DOES in California.

9 127. Plaintiff, as a non-exempt worker who incurred business expenses which Defendant and/or
10 DOES failed to reimburse, is an aggrieved employee with standing to bring an action under
11 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general
12 public to enforce California's labor laws, and the penalty provisions identified in *Labor Code*
13 section 2699.5 for violations of *Labor Code* section 2802.

14 128. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
15 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
16 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
17 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
18 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

19 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
20 **Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month**
21 **(Cal. Lab. Code § 2698 et. seq.)**

22 129. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
23 as if fully plead.

24 130. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in
25 any employment are due and payable twice during each calendar month, on days designated in
26 advance by the employer as the regular paydays.

27 131. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in

advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

132. Defendant and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff and the aggrieved employees twice per month. By failing to pay employees twice per month, Defendant and/or DOES willfully violated the provisions of Cal. Lab. Code § 204(a).

133. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month.

134. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for this time.

135. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal periods. For example, Plaintiff and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees every day they work without a lawful meal period and have time deducted for a meal period.

136. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control.

1 137. In addition, Defendant and/or DOES failed to pay all meal and rest period premiums owed to
2 Plaintiff and the aggrieved employees for Defendant's and/or DOES' failure to provide lawful
3 meal and rest periods.

4 138. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees their wages,
5 that were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab.
6 Code § 204.

7 139. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
8 worked for Defendant and/or DOES in California

9 140. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed pay all wages owed
10 twice per month, is an aggrieved employee with standing to bring an action under the PAGA.
11 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
12 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
13 2699.5 for violations of Cal. Lab. Code § 204.

14 141. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
15 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
16 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
17 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
18 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

19 142. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
20 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
21 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
22 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
23 pursuant to Cal. Lab. Code § 558(a).

24 **V. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
26 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

27 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).

28 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for

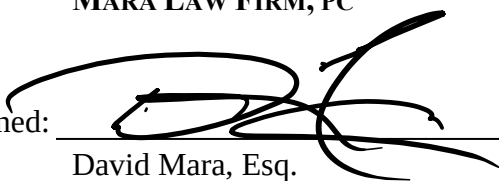
- 1 failure to provide compliant meal periods;
- 2 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 3 for each pay period during which an employee was underpaid due to failure to provide paid
- 4 meal periods;
- 5 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 6 for failure to provide all rest periods;
- 7 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 8 for each pay period during which an employee was underpaid due to failure to provide paid
- 9 rest periods;
- 10 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 11 for failure to timely pay wages at separation;
- 12 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 13 for failure to provide compensation at the regular, overtime, and double time rate for all time
- 14 worked;
- 15 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 16 for failure to provide compensation at the minimum wage;
- 17 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 18 for failure to provide accurate, itemized wage statements;
- 19 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 20 for failure to pay employees all wages owed twice per month;
- 21 K. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, *et. seq.*
- 22 for failure to reimburse business expenses; and
- 23 L. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

MARA LAW FIRM, PC

Date: August 19, 2024

Signed: 
David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiff MARTHA GARCIA,
on behalf of herself and all others similarly
situated, and on behalf of the general public