

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Cassandra A. Castro, Esq. (SBN 334238)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ccastro@lelawfirm.com

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Attorneys for Plaintiff VICTORIA VALERIO,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

VICTORIA VALERIO, on behalf of herself and
others similarly situated

Plaintiff,

vs.

YOUNG LABEL & TAG, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV17100**

CLASS ACTION

**PLAINTIFF VICTORIA VALERIO'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED AND/OR PAY OVERTIME WAGES AT THE PROPER REGULAR RATE OF PAY VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS AT THE PROPER REGULAR RATE OF PAY IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**

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5. **FAILURE TO TIMELY PAY
ALL EARNED WAGES AND
FINAL PAYCHECKS DUE AT
TIME OF SEPARATION OF
EMPLOYMENT IN VIOLATION
OF LABOR CODE SECTIONS
201, 202, AND 203**

6. **UNFAIR BUSINESS
PRACTICES, IN VIOLATION
OF BUSINESS AND
PROFESSIONS CODE
SECTIONS 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff VICTORIA VALERIO (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to Plaintiff, herself which are asserted on personal knowledge, against Defendants YOUNG LABEL & TAG, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods and/or pay meal period premium wages at the proper regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods and/or pay meal period premium wages at the proper regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the

1 form of continuation wages for failure to timely pay employees all wages due upon separation of
2 employment; and claims for injunctive relief and restitution under California Business and
3 Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate
4 throughout California; Defendants employed Plaintiff and putative class members in locations
5 throughout California, including but not limited to Los Angeles County, at 3720 S Santa Fe
6 Avenue, Vernon, CA 90058, more than two-thirds of putative class members are California
7 citizens; the principal violations of California law occurred in California; no other class actions
8 have been filed against Defendants in the last four (4) years alleging wage and hour violations; the
9 conduct of Defendants forms a significant basis for Plaintiff's and putative class members' claims;
10 and Plaintiff and putative class members seek significant relief from Defendants.

11 **III. PARTIES**

12 3. Plaintiff brings this action on behalf of herself and other members of the general
13 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
14 is filed are current, former, and/or future employees of Defendants as direct employees as well as
15 temporary employees employed through temp agencies who work as hourly non-exempt
16 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
17 California and was employed by Defendants in the State of California within the four (4) years
18 prior to the filing of this Complaint.

19 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or
20 around 2009 until on or about May 10, 2024.

21 5. Plaintiff is informed and believes and thereon alleges that Defendants employed her
22 and other hourly non-exempt employees throughout the State of California and therefore their
23 conduct forms a significant basis of the claims asserted in this matter.

24 6. Plaintiff is informed and believes and thereon alleges that Defendant YOUNG
25 LABEL & TAG, INC. is authorized to do business within the State of California and is doing
26 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
27 hereto were persons acting on behalf of Defendant YOUNG LABEL & TAG, INC. in the
28 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

1 Defendant YOUNG LABEL & TAG, INC. operates in Los Angeles County and employed
2 Plaintiff and putative class members in Los Angeles County, including but not limited to, at 3720
3 S Santa Fe Avenue, Vernon, CA 90058.

4 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-
5 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
6 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
7 contractor and/or employee of each Defendants and participated in the establishment of, or
8 ratification of, the aforementioned illegal wage and hour practices or policies.

9 8. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
10 said Defendants by said fictitious names and will amend this Complaint when the true names and
11 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
12 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
13 Defendants is in some manner responsible for the events and allegations set forth in this
14 Complaint.

15 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
16 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
17 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
18 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
19 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
20 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
21 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
22 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
23 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
24 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
25 means "Defendants and each of them," and refers to the Defendants named in the particular cause
26 of action in which the word appears and includes Defendant YOUNG LABEL & TAG, INC. and
27 DOES 1 to 100, inclusive.

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10. At all times mentioned herein, each Defendants was the co-conspirator, agent, servant, employee, and/or joint venturer of each of the other Defendants and was acting within the course and scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each of the other Defendants.

11. Plaintiff makes the allegations in this Complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

IV. **DESCRIPTION OF ILLEGAL PAY PRACTICES**

12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are employers of Plaintiff within the meaning of Wage Order 1 and applicable Labor Code sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and the Labor Code.

13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

14. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

15. Plaintiff and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs

1 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

2 16. Plaintiff and similarly situated employees were not paid for this time resulting in
3 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
4 employees worked.

5 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
6 employees to be subject to Defendants' control without paying wages for that time. This resulted
7 in Plaintiff and similarly situated employees working time for which they were not compensated
8 any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

9 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
10 **and/or failure to pay overtime wages at the proper overtime rate of pay:** Defendants
11 employed many of their employees, including Plaintiff, as hourly non-exempt employees. In
12 California, an employer is required to pay hourly employees for all "hours worked," which
13 includes all time that an employee is under the control of the employer and all time the employee
14 is suffered or permitted to work. This includes the time an employee spends, either directly or
15 indirectly, performing services which inure to the benefit of the employer.

16 19. Labor Code sections 510 and 1194 and Wage Order 1 require an employer to
17 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
18 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
19 in a workweek:

20 Any work in excess of eight hours in one workday and any work in excess of 40
21 hours in any one workweek and the first eight hours worked on the seventh day of
22 work in any one workweek shall be compensated at the rate of no less than one and
23 one-half times the regular rate of pay for an employee. Any work in excess of 12
24 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice
the regular rate of pay of an employee.

25 Labor Code section 510; Wage Order 1, §3.

26 20. Defendants failed to pay Plaintiff and similarly situated employees all wages at the
27 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
28 procedures including, but not limited to:

1 (a) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’
2 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
3 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

4 21. Plaintiff and similarly situated employees were not paid for this time.

5 22. To the extent the employees had already worked 8 hours in the day and on
6 workweeks they had already worked 40 hours in a workweek, the employees should have been
7 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
8 which should have been paid at the legal overtime rate but was not paid any wages in violation of
9 Labor Code sections 510, 1194, and Wage Order 1.

10 23. Furthermore, overtime is based upon an employee’s regular rate of pay. “The
11 regular rate at which an employee is employed shall be deemed to include all remuneration for
12 employment paid to, or on behalf, of the employee.” See Division of Labor Standards
13 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

14 24. In this case, Plaintiff alleges that when she and similarly situated employees earned
15 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
16 due to Defendants’ failure to include all remuneration when calculating the overtime rate of pay.
17 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
18 remuneration such as “holiday bonus,” for example, when calculating Plaintiff’s and similarly
19 situated employees’ regular rate of pay for the purpose of paying overtime.

20 25. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
21 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
22 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

23 26. **Failure to authorize or permit all legally required and compliant meal periods**
24 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
25 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
26 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

27 27. California law requires an employer to authorize or permit an uninterrupted meal
28 period of no less than thirty (30) minutes no later than the end of the employee’s fifth hour of

1 work and a second meal period no later than the employee's tenth hour of work. Labor Code
2 section 512; Wage Order 1, §11. If the employee is not relieved of all duties during a meal period,
3 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
4 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
5 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
6 meal periods. If the employee is not free to leave the work premises or worksite during the meal
7 period, even if the employee is relieved of all other duty during the meal period, the employee is
8 subject to the employer's control and the meal period is counted as time worked. If an employer
9 fails to provide an employee a meal period in accordance with the law, the employer must pay the
10 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
11 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1,
12 §11.

13 28. Here, Plaintiff and similarly situated employees worked shifts long enough to
14 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
15 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
16 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
17 period of work as required by law. Such policies, practices, and/or procedures included, but were
18 not limited to:

19 (a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
20 total daily hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter
21 of an hour, to the benefit of Defendants.

22 29. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
23 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
24 for each workday the employees did not receive all legally required and compliant meal periods.
25 Defendants employed policies and procedures which ensured that employees did not receive any
26 meal period premium wages to compensate them for workdays in which they did not receive all
27 legally required and compliant meal periods.

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1 30. Finally, on occasions when Defendants paid Plaintiff and similarly situated
2 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
3 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
4 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
5 practice, and/or procedure of failing to include all remuneration such as “holiday bonus,” for
6 example, when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
7 purpose of paying meal period premium wages.

8 31. The aforementioned policies, practices, and/or procedures of Defendants resulted in
9 Plaintiff and similarly situated employees not being provided with all legally required and
10 compliant meal periods and/or not receiving premium wages to compensate them for such
11 instances, all in violation of California law.

12 32. **Failure to provide accurate wage statements:** Labor Code section 226(a)
13 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish
14 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
15 (2) total hours worked by the employee, except for any employee whose compensation is solely
16 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
17 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
18 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
19 deductions, provided, that all deductions made on written orders of the employee may be
20 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
21 for which the employee is paid, (7) the name of the employee and his or her social security
22 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at each
24 hourly rate by the employee.”

25 33. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
26 to provide accurate wage and hour statements to him and other similarly situated employees who
27 were subject to Defendants’ control for uncompensated time and who did not receive all their
28 earned wages (including minimum wages, overtime wages, and/or meal period premium wages),

1 in violation of Labor Code section 226.

2 34. **Failure to timely pay final wages:** An employer is required to pay all unpaid
3 wages timely after an employee's employment ends. The wages are due immediately upon
4 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

5 35. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
6 that she and on information and belief, other similarly situated employees, were not paid their final
7 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
8 worked, overtime wages for overtime hours worked, and/or meal period premium wages, (all
9 described above), were not paid at the time of Plaintiff's and other similarly situated employees'
10 separation of employment, whether voluntarily or involuntarily, as required by Labor Code
11 sections 201, 202, and 203.

12 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

13 36. Plaintiff brings this action on behalf of herself on behalf of others similarly
14 situated, and on behalf of the general public, and as members of a Class defined as follows:

15 A. **Minimum Wage Class:** All current and former hourly non-exempt
16 employees employed by Defendants as direct employees as well as temporary employees
17 employed through temp agencies in California at any time from four (4) years prior to the filing of
18 the initial Complaint in this matter through the date notice is mailed to a certified class who were
19 not paid at least minimum wage for all time they were subject to Defendants' control.

20 B. **Overtime Class:** All current and former hourly non-exempt employees
21 employed by Defendants as direct employees as well as temporary employees employed through
22 temp agencies in California at any time from four (4) years prior to the filing of the initial
23 Complaint in this matter through the date notice is mailed to a certified class who worked more
24 than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
25 workweek, to whom Defendants did not pay overtime wages.

26 C. **Regular Rate Class:** All current and former hourly non-exempt employees
27 employed by Defendants as direct employees as well as temporary employees employed through
28 temp agencies in California at any time from four (4) years prior to the filing of the initial

1 Complaint in this matter through the date notice is mailed to a certified class who worked more
2 than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7)
3 days in a workweek, who received additional remuneration during pay periods in which they were
4 paid overtime wages, and whose compensation did not include such additional remuneration when
5 Defendants calculated those employees' overtimes wages.

6 **D. Meal Period Class:** All current and former hourly non-exempt employees
7 employed by Defendants as direct employees as well as temporary employees employed through
8 temp agencies in California at any time from four (4) years prior to the filing of the initial
9 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
10 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
11 periods of not less than thirty (30) minutes.

12 **E. Meal Period Premium Wages Class:** All current and former hourly non-
13 exempt employees employed by Defendants as direct employees as well as temporary employees
14 employed through temp agencies in California at any time from four (4) years prior to the filing of
15 the initial Complaint in this matter through the date notice is mailed to a certified class who
16 received additional remuneration during pay periods in which they were paid meal period
17 premium wages and whose regular rate of pay did not include such additional remuneration when
18 Defendants calculated those employees' meal period premium wages.

19 **F. Wage Statement Class:** All current and former hourly non-exempt
20 employees employed by Defendants as direct employees as well as temporary employees
21 employed through temp agencies in California at any time from one (1) year prior to the filing of
22 the initial Complaint in this action through the date notice is mailed to a certified class who
23 received inaccurate or incomplete wage and hour statements.

24 **G. Waiting Time Class:** All current and former hourly non-exempt employees
25 employed by Defendants as direct employees as well as temporary employees employed through
26 temp agencies in California at any time from three (3) years prior to the filing of the initial
27 Complaint in this action through the date notice is mailed to a certified class who did not receive
28 payment of all unpaid wages upon separation of employment within the statutory time period.

1 H. **California Class:** All aforementioned classes are herein collectively
2 referred to as the “California Class.”

3 37. There is a well-defined community of interest in the litigation and the classes are
4 ascertainable:

5 A. **Numerosity:** While the exact number of class members in each class is
6 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
7 of all members is impractical under the circumstances of this case.

8 B. **Common Questions Predominate:** Common questions of law and fact
9 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
10 individual members of each class. The common questions of law and fact include, but are not
11 limited to:

12 i. Whether Defendants violated Labor Code sections 1194 and 1197
13 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
14 Members were subject to Defendants’ control;

15 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
16 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
17 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
18 a workweek;

19 iii. Whether Defendants violated Labor Code sections 510 and 1194 by
20 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
21 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
22 in a workweek;

23 iv. Whether Defendants violated Labor Code sections 512 and 226.7, as
24 well as the applicable Wage Order, by employing the Meal Period Class Members without
25 providing all compliant and/or required meal periods and/or paying meal period premium wages;

26 v. Whether Defendants violated Labor Code sections 512 and 226.7, as
27 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
28 Members without paying meal period premium wages at the proper rate;

vi. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

vii. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

viii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

ix. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

x. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xi. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Meal Period Premium Wages Class sustained damages arising out of Defendants' failure to pay meal period premium wages at the proper rate. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized wage statements in compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class sustained damages arising out of

Defendants' failure to provide all unpaid yet earned wages due upon separation of employment within the statutory time limit.

D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the other class members.

E. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of each class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197 (Against All Defendants by Plaintiff and the Minimum Wage Class)

38. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

1 39. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class
2 were hourly non-exempt employees of Defendants.

3 40. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
4 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
5 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
6 effect during the time the employees earned the wages.

7 41. Defendants' policies, practices, and/or procedures required Plaintiff and the
8 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
9 all of the time in which they were subject to Defendants' control.

10 42. Defendants employed policies, practices, and/or procedures including, but not
11 limited to:

12 (a) "Rounding down" or "shaving down" Plaintiff's and the Minimum Wage Class
13 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
14 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

15 43. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
16 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
17 worked.

18 44. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage
19 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
20 wages at a minimum wage rate for all hours worked.

21 45. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
22 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
23 the amount of their unpaid minimum wage, and attorneys' fees and costs.

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SECOND CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED
AND/OR PAY OVERTIME WAGES AT THE PROPER REGULAR RATE OF PAY
VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

(Against All Defendants by Plaintiff, the Overtime Class, and/or the Regular Rate Class)

46. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

47. At times relevant to this Complaint, Plaintiff, the Overtime Class, and/or the Regular Rate Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 1.

48. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

49. Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

50. Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

51. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a

workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

52. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff's and the Overtime Class total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

53. Plaintiff and the Overtime Class were not paid for this time.

54. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

55. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

56. In this case, Plaintiff alleges that when she and the Regular Rate Class earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as "holiday bonus," for example, when calculating Plaintiff and the Regular Rate Class's regular rate of pay for the purpose of paying overtime.

57. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class and/or the Regular Rate Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

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58. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class and/or the Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

**FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS AND/OR PAY MEAL
PERIOD PREMIUMS AT THE PROPER REGULAR RATE OF PAY IN VIOLATION OF
LABOR CODE SECTIONS 512 AND 226.7**

(Against All Defendants by Plaintiff, the Meal Period Class, and/or the Meal Period Premium Wages Class)

59. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

60. At all times relevant to this Complaint, Plaintiff, the Meal Period Class, and/or the Meal Period Premium Wages Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

61. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

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62. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to:

(a) “Rounding down” or “shaving down” Plaintiff’s and the Meal Period Class total daily hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

63. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and legally compliant meal periods. Defendants lacked a policy and procedure for compensating Plaintiff and the Meal Period Class with premium wages when they did not receive all legally required and legally compliant meal periods.

64. Defendants’ unlawful conduct alleged herein occurred in the course of employment of Plaintiff and the Meal Period Class and/or the Meal Period Premium Wages Class and such conduct has continued through the filing of this Complaint.

65. Because Defendants failed to provide employees with meal periods in compliance with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and the Wage Order.

66. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and the Meal Period Premium Wages Class’s regular rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as “holiday bonus,” for example, when calculating Plaintiff’s and the Meal Period Premium Wages

1 Class's regular rate of pay for the purpose of paying meal period premium wages.

2 67. Plaintiff, on behalf of herself and the Meal Period Class and/or Meal Period
3 Premium Wages Class seeks damages and all other relief allowable, including a meal period
4 premium wage for each workday Defendants failed to provide all legally required and legally
5 compliant meal periods, plus pre-judgment interest.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
8 **VIOLATION OF LABOR CODE SECTION 226**

9 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

10 147. Plaintiff incorporates by reference and re-alleges each and every allegation
11 contained in this pleading as though fully set forth herein.

12 148. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class
13 were hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

14 149. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
15 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
16 itemized wage statement accurately stating the following:

17 (1) gross wages earned, (2) total hours worked by the employee, except for any
18 employee whose compensation is solely based on a salary and who is exempt from
19 payment of overtime under subdivision (a) of Section 515 or any applicable order of
20 the Industrial Welfare Commission, (3) the number of piece-rate units earned and
21 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
22 deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
24 dates of the period for which the employee is paid, (7) the name of the employee
25 and his or her social security number, except that by January 1, 2008, only the last
26 four digits of his or her social security number or an employee identification number
27 other than a social security number may be shown on the itemized statement, (8) the
28 name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

25 150. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
26 to provide accurate wage and hour statements to her and the Wage Statement Class who were
27 subject to Defendants' control for uncompensated time and who did not receive all their earned
28 wages (including minimum wages, overtime wages, and/or meal period premium wages), in

1 violation of Labor Code section 226.

2 151. Defendants provided Plaintiff and the Wage Statement Class with itemized
3 statements which stated inaccurate information including, but not limited to, the number of hours
4 worked, the gross wages earned, and the net wages earned.

5 152. Defendants' failure to provide Plaintiff and the Wage Statement Class with
6 accurate wage statements was knowing and intentional. Defendants had the ability to provide
7 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
8 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
9 place practices which deprived employees of wages and resulted in Defendants knowingly and
10 intentionally providing inaccurate wage statements. These practices included Defendants' failure
11 to include all hours worked and all wages due.

12 153. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
13 Class have suffered injury. The absence of accurate information on their wage statements has
14 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
15 mathematical computations to determine the amount of wages owed, and will cause difficulty and
16 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
17 submission of inaccurate information about wages and amounts deducted from wages to state and
18 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
19 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
20 Statement Class from having to reconstruct time and pay records than if Defendants had complied
21 with their legal obligations.

22 154. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
23 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
24 violation occurred and one hundred dollars per employee per violation for each subsequent pay
25 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

26 155. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
27 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
28 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently

1 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
2 Code section 226(a) and currently employed Wage Statement Class members have no adequate
3 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
4 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
5 compliance with Labor Code section 226(a).

6 156. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage
7 Statement Class are entitled to recover the full amount of penalties due under section 226(e),
8 reasonable attorneys' fees, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

11 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

12 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

13 157. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained in this pleading as though fully set forth herein.

15 158. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
16 employees of Defendants, covered by Labor Code sections 201 and 202.

17 159. An employer is required to pay all unpaid wages timely after an employee's
18 employment ends. The wages are due immediately upon termination or within seventy-two (72)
19 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
20 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
21 resignation. *Id.*

22 160. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
23 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
24 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
25 all relevant times within the limitations period applicable to this cause of action, Defendants
26 maintained a policy or practice of not paying hourly employees all earned wages timely upon
27 separation of employment.

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1 161. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages
2 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
3 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
4 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
5 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
6 202. Defendants' practices include failing to pay at least minimum wage for all time worked, all
7 overtime wages for all overtime hours worked, and/or all meal period premium wages. When
8 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon
9 separation of employment, they knew what they were doing and intended to do what they did.

10 162. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
11 Class are entitled to all wages earned prior to separation of employment that Defendants have yet
12 to pay them.

13 163. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are
14 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
15 paid, up to a maximum of thirty (30) days.

16 164. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
17 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
18 earned prior to separation of employment.

19 165. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
20 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
21 wages owed under Labor Code section 203.

22 166. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
23 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
24 reasonable attorney's fees and costs under Labor Code section 218.5.

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**
3 **CODE SECTIONS 17200, ET SEQ.**

4 **(Against All Defendants by Plaintiff and the California Class)**

5 167. Plaintiff incorporates by reference and re-alleges each and every allegation
6 contained in this pleading as though fully set forth herein.

7 168. The unlawful conduct of Defendants alleged herein constitutes unfair competition
8 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
9 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay
10 employees at least at the minimum wage rate for all hours which they worked; failure to pay
11 overtime wages for all overtime hours worked; failure to authorize or permit all legally required
12 and/or compliant meal periods or pay meal period premium wages; failure to provide accurate
13 wage and hour statements; and failure to timely pay all wages due upon separation of employment.
14 Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants
15 have gained a competitive advantage over other comparable companies doing business in the State
16 of California that comply with their obligations to pay minimum wages for all hours worked; pay
17 overtime wages for all overtime hours worked; authorize or permit all legally required and/or
18 compliant meal periods or pay meal period premium wages; provide accurate wage and hour
19 statements; and timely pay all wages due upon separation of employment.

20 169. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
21 California Class have suffered injury in fact and lost money or property, as described in more
22 detail above.

23 170. Pursuant to Business and Professions Code section 17203, Plaintiff and the
24 California Class are entitled to restitution of all wages and other monies rightfully belonging to
25 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair
26 business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California
27 Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in
28 each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable

attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:

ON THE FIRST, SECOND, THIRD, FOURTH, AND FIFTH, SIXTH CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;

7. For pre-judgment interest, including but not limited to that recoverable under Labor

Code section 218.6, and post-judgment interest; and

8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class and/or Regular Rate Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class and/or Meal Period Premium Wages Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

4. For all applicable pre-judgment interest and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable

1 damages or penalties;

2 3. For pre-judgment interest and post-judgment interest;

3 4. For an injunction against Defendants enjoining them, and any and all persons
4 acting in concert with them, from engaging in violations of Labor Code section 226, subdivision
5 (a);

6 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
7 under Labor Code section 226, subdivision (e); and

8 6. For such other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10 **ON THE FIFTH CAUSE OF ACTION:**

11 1. That Defendants be found to have violated the provisions of the Labor Code
12 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
13 Waiting Time Class;

14 2. For damages and/or penalties, according to proof, including damages and/or
15 statutory penalties under Labor Code section 203 and any other legally applicable damages or
16 penalties;

17 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
18 judgment interest;

19 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
20 under Labor Code section 218.5; and

21 5. For such other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE SIXTH CAUSE OF ACTION:**

24 1. That Defendants be found to have violated Business and Professions Code sections
25 17200, *et seq.*, for the conduct alleged herein as to the California Class;

26 2. A declaratory judgment that the practices complained herein are unlawful;

27 3. An injunction against Defendants enjoining them, and any and all persons acting in
28 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth

1 herein;

2 4. For restitution to the full extent permitted by law;

3 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
4 under Code of Civil Procedure section 1021.5; and

5 6. For such other further relief, in law and/or equity, as the Court deems just or
6 appropriate.

7 Dated: July 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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9 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Cassandra A. Castro, Esq.
Attorneys for Plaintiff
VICTORIA VALERIO
on behalf of herself and others similarly situated

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16 **DEMAND FOR JURY TRIAL**

17 Plaintiff VICTORIA VALERIO demands a trial by jury for herself and the California
18 Class on all claims so triable.

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20 Dated: July 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

21
22 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Cassandra A. Castro, Esq.
Attorneys for Plaintiff
VICTORIA VALERIO
on behalf of herself and others similarly situated