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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Jordyn Drake, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CARMEN VILLALOBOS, an individual and
on behalf of all others similarly situated;

Plaintiff,

vs.

MOTHER'S NUTRITIONAL CENTER, INC.,
a California corporation; and DOES 1 through
50,

Defendants.

Case No.: CIVSB2425840

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff CARMEN VILLALOBOS (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants MOTHER’S NUTRITIONAL CENTER, INC., a California
4 corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges
5 as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1198, 2802,
10 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage Order 7”),
11 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
12 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
13 violations of the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including San Bernardino County, and
16 some of the acts and omissions complained of herein occurred in San Bernardino County.
17 Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1198, 2802, 2698, *et seq.*, and
25 Wage Order 7.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within San Bernardino County, and the State of California
2 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate grocery stores in California. Defendants employed
3 Plaintiff as an hourly-paid, non-exempt employee from approximately 1997 to approximately
4 August 9, 2024, most recently as a store manager in Hisperia, California.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
9 belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary
10 remuneration into the regular rate of pay. As a result, Plaintiff and other non-exempt employees
11 were not compensated for all earned overtime wages.

12 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
13 legally compliant meal periods due to Defendants' meal period policies/practices, which have
14 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
15 and/or missed meal periods. Upon information and belief, Defendants failed to incorporate multiple
16 rates of pay and/or all non-discretionary remuneration into the regular rate of compensation for
17 payment of meal period premiums.

18 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
19 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
20 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
21 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
22 breaks due to work demands imposed by Defendants. Upon information and belief, Defendants
23 failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular
24 rate of compensation for payment of meal period premiums.

25 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
26 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid
27 sick leave pay rate.

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1 15. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
2 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
3 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff
4 and other non-exempt employees. As a further result of Defendants' failure to pay all overtime
5 wages, sick leave wages, and meal and rest period premium wages, Defendants failed to timely pay
6 all final wages to Plaintiff and other former non-exempt employees upon their separation of
7 employment from Defendants.

8 16. Additionally, Defendants required Plaintiff and other non-exempt employees to use
9 their personal cellphones to communicate with coworkers and their vehicles to drive to different
10 stores to work. Despite requiring employees to incur these necessary business expenses, Defendants
11 failed to reimburse Plaintiff and other non-exempt employees for the cost of these expenses.

12 **CLASS ACTION ALLEGATIONS**

13 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
14 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 15 a. Overtime Class: All current and former non-exempt employees of Defendants in the
16 State of California who worked more than eight hours per day and/or 40 hours per
17 week and were subject to Defendants' timekeeping policies and/or practices, from
18 July 2, 2021 through the present.
- 19 b. Meal Period Class: All current and former non-exempt employees of Defendants in
20 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
21 and/or (ii) worked at least one shift in excess of 10.0 hours, from July 2, 2021
22 through the present..
- 23 c. Rest Period Class: All current and former non-exempt employees of Defendants in
24 the State of California who worked at least one shift of 3.5 or more hours, from July
25 2, 2021 through the present.
- 26 d. Wage Statement Class: All current and former non-exempt employees of Defendants
27 in the State of California who received a wage statement, during the one year
28 immediately preceding the filing of this action through the present.

- e. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.
- f. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, from July 2, 2021 through the present.

18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

19. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- c. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- d. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802;
- e. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

1 f. Whether Defendants timely paid all final wages to members of the Waiting Time
2 Class at the time of their separation of employment pursuant to Labor Code §§ 201
3 and 202.

4 These common questions of law and fact set forth above are numerous and substantial and
5 stem from Defendants' policies and/or practices applicable to each individual class member. As
6 such, the common questions predominate over individual questions concerning each individual
7 class member's showing as to their eligibility for recovery or as to the amount of their damages.

8 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
10 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
11 Plaintiff, like the members of the Classes, was not paid all overtime wages owed due to Defendants'
12 timekeeping and payroll policies/practices, was not provided all required meal periods, was not
13 authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and
14 rest periods, was not reimbursed for all necessary business expenses, was not paid all final wages
15 upon separation of employment, was not provided with accurate, compliant, itemized wage
16 statements.

17 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
18 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
19 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
20 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
21 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
22 members of the Classes.

23 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
24 public interest in establishing minimum working conditions and standards in California. These laws
25 and labor standards protect the average working employee from exploitation by employers who
26 have the responsibility to follow the laws and who may seek to take advantage of superior economic
27 and bargaining power in setting onerous terms and conditions of employment. The nature of this
28 action and the format of laws available to Plaintiff and members of the Classes make the class

1 action format a particularly efficient and appropriate procedure to redress the violations alleged
2 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
3 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
4 resources of each individual plaintiff with their vastly superior financial and legal resources.

5 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
6 would also discourage the assertion of lawful claims by employees who would be disinclined to file
7 an action against their former and/or current employer for real and justifiable fear of retaliation and
8 permanent damages to their careers at subsequent employment. The claims of the individual
9 members of the Class are not sufficiently large to warrant vigorous individual prosecution
10 considering all of the concomitant costs and expenses attending hereto.

11 24. Furthermore, the prosecution of separate actions by the individual class members,
12 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would establish
14 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
15 respect to individual class members which would, as a practical matter, be dispositive of the interest
16 of the other class members not parties to adjudications or which would substantially impair or
17 impede the ability of the class members to protect their interests. As such, the Classes identified
18 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

19 **FIRST CAUSE OF ACTION**

20 **OVERTIME WAGE VIOLATIONS**

21 **(Against All Defendants)**

22 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
25 Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages
26 and compensation for all overtime hours worked and provide a private right of action for the failure
27 to pay all overtime compensation for overtime work performed.

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1 27. At all times relevant herein, Defendants were required to properly compensate non-
2 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
3 worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer
4 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
5 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
6 Class to work overtime hours but failed to compensate these employees for all overtime hours
7 actually worked.

8 28. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
9 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
10 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
11 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
12 3287 and 3289.

13 **SECOND CAUSE OF ACTION**

14 **MEAL PERIOD VIOLATIONS**

15 **(Against All Defendants)**

16 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
19 in their affirmative obligation to provide all of their non-exempt employees in California, including
20 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
21 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

22 31. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
23 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
24 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

25 32. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
26 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
27 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
28 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

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1 Labor Code § 226.

2 38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
3 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
4 to, among other things, the non-payment of overtime wages and meal and rest period premium
5 wages owed and deprived them of the information necessary to identify the discrepancies in
6 Defendants' reported payroll data.

7 39. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
8 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
9 attorneys' fees, and costs of suit according to California Labor Code § 226.

10 **FIFTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(Against All Defendants)**

13 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
16 employer to pay all wages immediately at the time of separation of employment in the event the
17 employer discharges the employee or the employee provides at least 72 hours of notice of their
18 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
19 said employee's wages become due and payable not later than 72 hours upon said employee's last
20 date of employment.

21 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
22 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
23 separation from employment, including unpaid overtime wages as well as unpaid meal and rest
24 period premium wages.

25 43. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
26 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
27 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
28 the requirements of Labor Code §§ 201-202.

44. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

45. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Against All Defendants)

46. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

47. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “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 obedience to the directions of the employer.”

48. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and members of the Expense Reimbursement Class all necessary business expenses they incurred in the performance of their job duties.

49. As a consequence of Defendants' unlawful practices, Plaintiff and members of the class seek recovery of unreimbursed business expenses, including interest thereon, reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Against All Defendants)

50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

/ / /

1 51. Defendants have engaged and continue to engage in unfair and/or unlawful business
2 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 3 a. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 4 b. failing to provide Plaintiff and members of the Meal Period Class with all meal
5 periods to which they are entitled, and failing to pay them all meal period premium
6 wages due;
- 7 c. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
8 periods to which they are entitled, and failing to pay them all rest period premium
9 wages due;
- 10 d. failing to reimburse all necessary business expenses to Plaintiff and members of the
11 Expense Reimbursement Class;
- 12 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
13 the Wage Statement Class; and
- 14 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
15 Penalty Class.

16 52. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
18 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
19 Defendants' competitors who have been and/or are currently employing workers and attempting to
20 do so in honest compliance with applicable wage and hour laws.

21 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
23 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
24 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 54. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of the Complaint in this action.

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EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Against All Defendants)

55. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

56. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

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- 1 c. Failing to authorize and permit all legally required rest periods, and failure to pay
2 rest period premium wages, to Aggrieved Employees at the regular rate of
3 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 4 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
5 statements in violation of Labor Code § 226;
- 6 e. Failing to timely pay all final wages and compensation earned by Aggrieved
7 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 8 f. Failure to reimburse Aggrieved Employees for all necessary business expenses in
9 violation of Labor Code § 2802;
- 10 g. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
11 Code § 246;
- 12 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
13 calendar month in violation of Labor Code § 204; and
- 14 i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
15 of Labor Code §§ 1174 and 1198.

16 57. On or about August 20, 2024, Plaintiff notified Defendants via certified mail, and
17 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
18 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
19 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
20 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
21 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
22 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
23 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
24 with respect to these violations.

25 58. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
26 under California Labor Code § 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of overtime wages and penalties
8 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for meal period premium wages according to
10 proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 11 6. Upon the Third Cause of Action, for rest period premium wages according to proof
12 pursuant to Labor Code §§ 226.7, 516, and 558;
- 13 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
14 226;
- 15 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
16 203;
- 17 9. Upon the Sixth Cause of Action, for unreimbursed business expenses according to
18 proof pursuant to Labor Code § 2802;
- 19 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
20 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
21 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
22 *seq.*;
- 23 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
24 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
25 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
26 pay each employee and \$200 for each subsequent violation or willful or intentional violation
27 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
28 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent

1 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
2 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
3 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
4 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
5 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
6 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided;

9 12. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
10 and Civil Code §§ 3287 and 3289;

11 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
12 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

13 14. For such other and further relief, the Court may deem just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a trial by jury on all claims.

16
17 DATED: October 28, 2024

JUSTICE FOR WORKERS, P.C.

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19 By: 

20 William C. Sung

21 Tiffany L. Luu

22 Attorneys for Plaintiff CARMEN VILLALOBOS
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