

1 Daniel J. Hyun (State Bar No. 309184)
2 daniel@torusllp.com
3 David Alami (State Bar No. 314628)
4 david@torusllp.com
5 **TORUS LLP**
6 2 Park Plaza, Ste. 1260
7 Irvine, California 92614
8 Telephone: (949) 590-4122
9 Facsimile: (949) 528-2596

10 Attorneys for Plaintiff Maria Contreras

FILED
Superior Court of California
County of Los Angeles
10/22/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 MARIA CONTRERAS, an individual, on behalf
14 of herself and others similarly situated,

15 Plaintiff,

16 vs.

17 JOYFUL PETS, INC.; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. 24STCV25771

Assigned for all purposes to:
Hon. Elaine Lu, Dept. 9

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act

Action Filed: October 3, 2024
Trial Date: None Set

DEMAND FOR JURY TRIAL

1 Plaintiff MARIA CONTRERAS (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants JOYFUL PETS, INC. and DOES 1 through 50, inclusive
4 (collectively, “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
7 382 against Defendants, on behalf of all current and former non-exempt employees employed by
8 Defendants in California during the Class Period (collectively the “Class” or “Class Members”). The
9 term Class Period is defined as four (4) years prior to the filing of this action through the date of class
10 certification.

11 2. Plaintiff also brings this representative action pursuant to the PAGA, Labor Code
12 sections 2698 *et seq.*, against Defendants, on behalf of herself individually and other aggrieved
13 employees who are and were employed by Defendants throughout California during the PAGA Period.
14 The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations
15 to the Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

16 3. Defendant Joyful Pets, Inc. owns and operates pet stores throughout California.

17 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
18 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
19 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
20 Members, and contribute to Defendants’ deliberate unfair competition.

21 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
22 and continue to violate state wage and hour laws by, among other things:

- 23 (a) failing to pay all wages (including minimum, regular, and overtime wages);
- 24 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 25 (c) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- 26 (d) failing to provide accurate itemized wage statements;
- 27 (e) failing to pay all wages due upon separation of employment; and
- 28 (f) failing to reimburse business expenses.

6. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and California Code of Civil Procedure Section 1021.5.

JURISDICTION AND VENUE

7. This is a class action pursuant to California Code of Civil Procedure Section 382 and representative action pursuant to Labor Code Sections 2698 *et. seq.* (“PAGA”). The monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

9. This Court has jurisdiction over all Defendants because, upon information and belief, they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

11. Plaintiff is a California citizen. Defendants employed and continues to employ Plaintiff as a non-exempt employee during the Class Period. Plaintiff's job duties consisted of, *inter alia*, opening, closing, and operating the store, and counting the cash register.

12. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant

1 Joyful Pets, Inc. (“JPI”) was and is a California corporation that owns and operates pet stores
2 throughout California, including in Los Angeles County, and employed Plaintiff and the Class
3 Members during the Class Period. Plaintiff is further informed, believes and thereon alleges that, at all
4 relevant times, JPI regularly conducted and conducts business within the State of California and
5 derives substantial revenues from services performed in California. Plaintiff is informed, believes and
6 thereon alleges that, at all relevant times, JPI was and is an employer subject to California state wage
7 and hour laws.

8 13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
9 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
10 whose employees were and are engaged throughout this county and the State of California.

11 14. Defendants continue to employ non-exempt employees within California.

12 15. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
13 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff
14 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
15 their names and capacities are ascertained.

16 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
17 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
18 times.

19 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
20 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
21 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
22 to the other Defendants.

23 18. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
24 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
25 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
26 acted as the employer and/or joint employer of Plaintiff and the Class Members.

27 19. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
28 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through

1 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
2 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
3 all Defendants were in accordance with, and represent, the official policy of Defendants.

4 20. At all relevant times, Defendants, and each of them, acted within the scope of such
5 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
6 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
7 Defendants in proximately causing the damages herein alleged.

8 21. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
9 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
10 occurrences, and transactions alleged herein.

11 **CLASS ALLEGATIONS**

12 22. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
13 behalf of herself and all others similarly situated who were injured by Defendants' violations of the
14 Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during
15 the Class Period.

16 23. Plaintiff's proposed Class consists of and is defined as follows:

17 Class

18 All current and former non-exempt employees employed by Defendants in the State of
19 California within four (4) years prior to the commencement of this action through the
20 date of class certification.

21 24. Plaintiff also seeks to certify the following Subclass:

22 Waiting Time Subclass

23 All Class Members who separated from their employment with Defendants at any time
24 within three (3) years prior to the filing of this action through the date of class
25 certification ("Subclass" or "Waiting Time Subclass").

26 25. Members of the Class and Subclass described above will be collectively referred to as
27 "Class Members."

28 26. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish

1 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
2 investigation, discovery, and specific theories of liability.

3 27. There is a well-defined community of interest in this litigation and the proposed Class
4 and Subclass are readily ascertainable.

5 28. **Commonality:** This action has been brought and may properly be maintained as a class
6 action under the California Code of Civil Procedure Section 382 because there are common questions
7 of law and fact as to the Class Members that predominate over any questions affecting only individual
8 members including, but not limited to, the following:

- 9 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
10 regular, and overtime wages) for all hours worked;
- 11 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
12 without compensation;
- 13 (c) Whether Defendants provided Plaintiff and Class Members with compliant meal
14 periods or paid compensation in lieu thereof;
- 15 (d) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
16 Class Members or paid compensation in lieu thereof;
- 17 (e) Whether Defendants failed to provide Plaintiff and Class Members with accurate
18 itemized wage statements;
- 19 (f) Whether Defendants failed to timely pay Class Members all wages due immediately
20 upon termination or within 72 hours of resignation;
- 21 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
22 business expenditures;
- 23 (h) Whether Defendants' conduct was willful or reckless; and
- 24 (i) Whether Defendants engaged in unfair business practices in violation of Business and
25 Professions Code Sections 17200, *et seq.*

26 29. There is a well-defined community of interest. Further, Plaintiff and Class Members
27 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
28 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness

1 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
2 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
3 will advance resolution of each individual Class Member's claims.

4 30. **Numerosity:** The Class Members are so numerous that joinder of all members is
5 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
6 time, on information and belief, the class is estimated to be greater than 100 individuals.

7 31. **Ascertainability:** The identities of the Class Members are readily ascertainable by
8 inspection of Defendants' employment and payroll records.

9 32. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
10 Class Members because Defendants' failure to comply with the provisions of California's wage and
11 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
12 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
13 are caused by Defendants' common course of conduct as alleged herein.

14 33. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
15 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
16 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
17 proposed class counsel, are competent and experienced in litigating large employment class actions
18 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
19 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
20 that have been and will be necessarily expended for the prosecution of this action for the substantial
21 benefit of the Class Members.

22 34. **Superiority:** The nature of this action makes use of class action adjudication superior
23 to other methods. A class action will achieve economies of time, effort, and expense as compared with
24 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
25 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
26 is empowered to, fashion methods to efficiently manage this case as a class action.

27 35. **Public Policy Considerations:** Employers in the State of California violate
28 employment and labor laws every day. Current employees are often afraid to assert their rights out of

1 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
2 believe their former employers might damage their future endeavors through negative references
3 and/or other means. Class actions provide class members who are not named in the complaint with a
4 type of anonymity that allows for the vindication of their rights while affording them privacy
5 protections.

6 **GENERAL ALLEGATIONS**

7 36. At all relevant times mentioned herein, Defendants employed Plaintiff and other
8 persons as non-exempt employees at Defendants' locations within California. Defendants employ
9 Plaintiff in a non-exempt position and continue to employ Plaintiff and other non-exempt employees
10 within California.

11 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
13 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
14 requirements of California law.

15 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
16 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
17 financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
18 all in order to increase Defendants' profits.

19 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
20 have known that Plaintiff and Class Members were entitled to receive at least minimum wages, wages
21 at their regular rate of pay, and overtime wages, and that they were not receiving minimum, regular,
22 and overtime wages for all work that was required to be performed. Plaintiff is informed and believes,
23 and thereon alleges, that Plaintiff and Class Members regularly worked in excess of eight (8) hours
24 and/or over 40 hours per workweek. Specifically, in violation of the Labor Code and IWC Wage
25 Orders, Defendants required Plaintiff and other Class Members to work-off-the-clock without
26 compensation. As such, Defendants failed to pay Plaintiff and other Class Members minimum, regular,
27 and overtime wages for all hours worked including at the appropriate rate of pay, in violation of the
28 Labor Code and IWC Wage Orders.

1 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
3 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
4 at their regular rate of pay when they did not receive a compliant meal period. In violation of the Labor
5 Code and IWC Wage Orders, Plaintiff and Class Members regularly had their meal periods missed,
6 late, interrupted, rounded, auto-deducted, shortened, on-duty, and/or restricted to the worksite due to
7 Defendants' excessive work demands, understaffing, work demands, policies, and practices. For
8 example, Plaintiff and Class Members were required to have their work issued radios on their person
9 and answer their radios at all times during their shifts, including during meal periods. In addition,
10 Plaintiff and Class Members regularly took their meal periods after the fifth hour of work due to
11 understaffing and/or a busy workload, especially during closing shifts. Defendants failed to
12 compensate Plaintiff and other Class Members with an additional hour of pay at their regular rate for
13 every day in which they suffered a meal period violation. As such, Defendants failed to provide
14 Plaintiff and other Class Members all required meal periods or premium pay, in violation of the Labor
15 Code and IWC Wage Orders.

16 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
17 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
18 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
19 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
20 rest period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members
21 regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or
22 interrupted. For example, Plaintiff and Class Members were required to have their work issued radios
23 on their person and answer their radios at all times during their shifts, including during rest periods.
24 In addition, Plaintiff and Class Members regularly had their rest periods interrupted, truncated to less
25 than 10 minutes, and/or missed due to understaffing and/or a busy workload, especially during closing
26 shifts. Defendants also failed to timely provide rest breaks. Further, Defendants failed to compensate
27 Plaintiff and other Class Members with an additional hour of pay at their regular rate for every day in
28 which they suffered a rest period violation. As such, Defendants failed to provide Plaintiff and other

1 Class Members all required rest periods or premium pay, in violation of the Labor Code and IWC
2 Wage Orders.

3 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
4 have known that Waiting Time Subclass Members who separated from their employment with
5 Defendants during the statutory period were entitled to timely payment of all wages due. In violation
6 of the Labor Code and IWC Wage Orders, Waiting Time Subclass Members did not receive payment
7 of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants'
8 failure to pay all wages including minimum, straight time, and overtime wages, failure to pay meal
9 and rest period premiums, and failure to reimburse expenses to Class Members.

10 43. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
11 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
12 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
13 not furnished with complete and accurate wage statements that show all of the information required
14 by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total
15 hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number
16 of hours worked at each hourly rate.

17 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
18 have known that Plaintiff and Class Members were entitled to reimbursement for their necessary work-
19 related business expenses. In violation of the Labor Code and IWC Wage Orders, Defendants required
20 Plaintiff and Class Members to purchase and separately maintain their heavily soiled uniforms, which
21 displayed Defendants' logo, without reimbursement.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 46. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections
28 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable

1 local minimum wage ordinances in effect throughout California.

2 47. Labor Code Section 204 and the IWC Wage Orders require timely payment of all
3 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
4 designated in advance by the employer as the regular paydays. All wages earned in excess of the
5 normal work period must be paid no later than the payday for the next regular payroll period.

6 48. Labor Code Section 206 provides that in case of a dispute over wages, the employer
7 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
8 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

9 49. The IWC Wage Orders define “hours worked” as “the time during which an employee
10 is subject to the control of an employer and includes all time the employee is suffered or permitted to
11 work, whether or not required to do so.”

12 50. Labor Code Section 510 and the IWC Wage Orders require that employers pay
13 employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay
14 for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and
15 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
16 Section 510 and the IWC Wage Orders further require that employers pay employees double their
17 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
18 seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of
19 overtime wages at one and one half times the “regular rate of pay,” which includes all forms of
20 remuneration earned by the employee.

21 51. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to
22 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
23 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
24 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
25 the state or local minimum wage, whichever is higher, for any hour of work.

26 52. Labor Code Section 1194 requires that employers pay employees at least the legal
27 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
28 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage

1 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
2 along with interest thereon, reasonable attorneys' fees and costs of suit.

3 53. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
4 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

5 54. Labor Code Section 1198 prohibits employers from employing for longer hours or less
6 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
7 the Labor Commissioner.

8 55. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
9 all wages due, including minimum, regular, and overtime wages, failed to pay all wages at the
10 appropriate rates including for off-the-clock work, among other things.

11 56. In violation of California law, Defendants have knowingly and willfully refused to
12 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
13 above.

14 57. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular,
15 and overtime wages in accordance with Labor Code Sections 204, 206, 510, 1182.12, 1194, 1194.2,
16 1197, and 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances
17 in effect throughout California, Plaintiff and Class Members are entitled to recover the full amount of
18 unpaid wages, liquidated damages, prejudgment interest, and statutory penalties, along with attorneys'
19 fees and costs in amounts that will be established at trial.

20 58. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
21 conduct described herein, have committed an "intentional theft of wages in an amount greater than
22 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
23 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
24 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
25 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
26 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
27 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
28 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to

1 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
2 California Penal Code section 496(c).

3 **SECOND CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
7 fully set forth herein.

8 60. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7
9 and 512, and the applicable IWC Wage Orders.

10 61. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from
11 employing any person for a work period of more than five (5) hours per day without providing the
12 employee with a meal period of not less than 30 minutes (commencing before the employee's fifth
13 hour of work), except that if the total work period per day is no more than six (6) hours, the meal
14 period may be waived by mutual consent of the employer and employee. A second meal period of not
15 less than 30 minutes is required if an employee works more than 10 hours per day and must begin
16 before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours,
17 the second meal period may be waived by mutual consent of the employer and employee, but only if
18 the first meal period was not waived. An employer must relieve an employee of all duties during meal
19 periods.

20 62. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
21 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
22 and counted as time worked."

23 63. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from
24 requiring any employee to work during a meal period mandated by any California statute, regulation,
25 standard or order. If an employer fails to provide an employee with a meal period in accordance with
26 state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the
27 employee one (1) additional hour of pay at the employee's regular rate of compensation for each
28 workday that the meal period is noncompliant.

1 64. During the relevant time period, Plaintiff and Class Members did not receive compliant
2 meal periods for working more than five (5) hours and/or 10 hours per workday. Specifically, first and
3 second meal periods were late, interrupted, rounded, auto-deducted, short, missed, on-duty, and/or
4 restricted to the worksite.

5 65. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
6 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and
7 the applicable IWC Wage Order.

8 66. As a result of Defendants' failure to provide compliant meal periods and pay meal
9 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
10 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
11 wages and compensation.

12 67. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
13 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
14 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
15 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

16 68. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
17 conduct described herein, have committed an "intentional theft of wages in an amount greater than
18 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
19 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
20 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
21 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
22 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
23 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
24 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
25 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
26 California Penal Code section 496(c).

27 69. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
28 fees and costs from Defendants in an amount subject to proof and approved by the Court.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

71. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7 and the applicable IWC Wage Orders.

72. The IWC Wage Orders require employers to authorize and permit all employees to take 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

73. If an employer fails to provide an employee with a rest period in accordance with California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

74. During the relevant time period, Defendants did not implement a compliant rest break policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted, missed, late, shortened, on-duty, and/or restricted to the worksite.

75. During the relevant time period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage Order.

76. As a result of Defendants' failure to provide compliant rest periods and pay rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

77. Because Plaintiff and Class Members were and/or are entitled to such rest periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

1 78. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
2 conduct described herein, have committed an “intentional theft of wages in an amount greater than
3 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
4 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
5 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
6 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
7 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
8 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
9 Members under the law. Plaintiff and the Class Members she seeks to represent are thus entitled to
10 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
11 California Penal Code section 496(c).

12 79. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys’
13 fees and costs from Defendants in an amount subject to proof and approved by the Court.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
16 **(AGAINST ALL DEFENDANTS)**

17 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
18 fully set forth herein.

19 81. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

20 82. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment
21 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
22 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
23 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
24 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
25 identification number of the employee, (8) the name and address of the legal entity that is the
26 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
27 at each hourly rate.

28 83. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a

1 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
2 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
3 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
4 an award of costs and attorneys' fees.

5 84. During the relevant time period, Defendants have knowingly and intentionally failed
6 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and
7 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
8 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
9 pay period, and the corresponding number of hours worked at each hourly rate.

10 85. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
11 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
12 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
13 Labor Code Section 226(a) because they were denied both their legal right to receive, and their
14 protected interest in receiving, accurate itemized wage statements under California Labor Code
15 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
16 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
17 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
18 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
19 ability to demand and recover the underpayment of wages from Defendants.

20 86. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
21 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
22 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
23 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
24 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
25 according to proof at trial.

26 87. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
27 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
28 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
5 fully set forth herein.

6 89. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,
7 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
8 Waiting Time Subclass Members.

9 90. Labor Code Section 201 requires that if an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.

11 91. Labor Code Section 202 requires that if “an employee not having a written contract for
12 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
13 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or her wages at the time of quitting.

15 92. Labor Code Section 203 provides that if an employer willfully fails to pay, without
16 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
17 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
18 action therefor is commenced, but that the wages shall not continue for more than 30 days per
19 employee.

20 93. During the relevant time period, Defendants willfully failed to pay Waiting Time
21 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
22 regular, and overtime compensation, premium compensation, and/or reimbursements either at the time
23 of discharge or within 72 hours of leaving Defendants’ employ.

24 94. As a result of Defendants’ failure to timely pay all wages owed to Waiting Time
25 Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Waiting Time Subclass
26 Members are entitled to recover waiting time penalties, prejudgment interest, attorneys’ fees, and costs
27 in amounts that will be established at trial.

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1 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **VIOLATION OF THE UNFAIR COMPETITION LAW**

4 **(AGAINST ALL DEFENDANTS)**

5 101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
6 fully set forth herein.

7 102. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
8 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
9 public interest within the meaning of Code of Civil Procedure Section 1021.5.

10 103. Defendants' activities, as alleged herein, violate California law and constitute unlawful
11 business acts or practices in violation of California Business and Professions Code Sections 17200, *et*
12 *seq.*

13 104. A violation of Business and Professions Code Sections 17200, *et seq.* may be
14 predicated on the violation of any state or federal law.

15 105. Defendants' policies and practices have violated state law in at least the following
16 respects:

- 17 (a) Failing to pay all minimum, regular, and overtime wages, including at the proper rate
18 of pay for overtime, due to Plaintiff and Class Members in violation of Labor Code
19 Sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198;
- 20 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
21 wages for every day in which a meal period was not provided in violation of Labor
22 Code Sections 226.7 and 512;
- 23 (c) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
24 premium wages for every day in which a rest break was not authorized or permitted in
25 violation of Labor Code Section 226.7;
- 26 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
27 in violation of Labor Code Section 226;
- 28 (e) Failing to timely pay all earned wages to Waiting Time Subclass Members upon

1 separation of employment in violation of Labor Code Sections 201, 202 and 203; and
2 (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in
3 violation of Labor Code Sections 2800 and 2802.

4 106. Defendants intentionally avoided paying Plaintiff and Class Members wages and
5 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
6 undercut their competitors and establish and gain a greater foothold in the marketplace.

7 107. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff
8 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
9 Defendants during a period that commences four (4) years prior to the filing of this action; an award
10 of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and
11 an award of costs.

12 108. Plaintiff and Class Members are entitled to an injunction, restitution, and other
13 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
14 Members have an ownership interest and to prevent future damage pursuant to Business and
15 Professions Code Sections 17200 *et seq.*

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

18 **(Against All Defendants)**

19 109. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
20 fully set forth herein.

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

28 111. On August 15, 2024, Plaintiff gave written notice of the specified provisions alleged to

1 have been violated by Defendants including the facts and theories to support the alleged violations, as
2 required by Labor Code section 2699.3 and paid the filing fee. This written notice was provided via
3 certified mail to Defendants and to the LWDA by electronically filing the notice via the Department
4 of Industrial Relations' website. In this civil action, Plaintiff seeks to recover penalties under Labor
5 Code Section 2699 pursuant to Section 2699.3 for the violations of the Labor Code described in this
6 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
7 Sections 210, 226.3, 558(a), 1197.1, and 2699(f)(2).

8 112. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
9 remedies with the LWDA prior to suit, which is required by Labor Code Section 2699.3(d).

10 113. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code
11 Section 1174(d). Pursuant to California Labor Code Section 1174.5, any person, including any entity,
12 employing labor who willfully fails to maintain accurate and complete records required by California
13 Labor Code Section 1174 is subject to a penalty under Section 1174.5. Pursuant to the applicable IWC
14 Order Section 7(A)(3), every employer shall keep time records showing when the employee begins
15 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
16 Additionally, pursuant to the applicable IWC Order Section 7(A)(5), every employer shall keep total
17 hours worked in the payroll period and applicable rates of pay.

18 114. Defendants' conduct violates numerous Labor Code sections, including, but not limited
19 to, the following:

- 20 (a) Violation of Labor Code Sections 201-204, 206, 210, 256, 510, 558, 1194, 1197,
21 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
22 regular, and overtime wages) owed to Plaintiff and other aggrieved employees during
23 employment and upon separation of employment as herein alleged;
- 24 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to
25 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
26 meal periods as herein alleged;
- 27 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and
28 other aggrieved employees and failure to pay premium wages for missed rest periods

as herein alleged;

(d) Violation of Labor Code Section 226.7 and 1198 for failure to provide recovery periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

(e) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(f) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

(g) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business expenses to Plaintiff and other aggrieved employees as herein alleged.

115. Pursuant to Labor Code Section 2699(c)(1), Plaintiff is an “aggrieved employee” because she was employed by the alleged violators and personally suffered each of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

116. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

117. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein pursuant to Labor Code Section 2699(g)(1).

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all others similarly situated and other Class Members, other aggrieved employees, and the State of California, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff Maria Contreras as the class representative;
3. For appointment of Torus LLP as class counsel for all purposes;

- 1 4. For compensatory damages in an amount according to proof with interest thereon;
- 2 5. For economic and/or special damages in an amount according to proof with interest
- 3 thereon;
- 4 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
- 5 penalties, including interest thereon;
- 6 7. For waiting time penalties pursuant to Labor Code Section 203;
- 7 8. For the amounts provided for in Labor Code Section 226.7;
- 8 9. For liquidated damages pursuant to Labor Code Section 1194.2;
- 9 10. For statutory penalties to the extent permitted by law, including those pursuant to the
- 10 Labor Code and IWC Wage Orders;
- 11 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 12 acquired by Defendants through unfair or unlawful business practices pursuant to
- 13 Business and Professions Code Sections 17200 *et seq.*;
- 14 12. For an order requiring Defendants to restore and disgorge all funds to each employee
- 15 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 16 or fraudulent and, therefore, constituting unfair competition under Business and
- 17 Professions Code Sections 17200, *et seq.*;
- 18 13. For permanent injunctive relief described in the UCL cause of action;
- 19 14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6
- 20 and Civil Code Sections 3287 and 3289, and applicable law;
- 21 15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 22 provided by law;
- 23 16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226,
- 24 1194, 2802, and Code of Civil Procedure Section 1021.5;
- 25 17. For a declaratory judgment that the practices complained of herein are unlawful under
- 26 California law;
- 27 18. Such other equitable relief as the Court may deem proper;
- 28 19. For treble damages;

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20. For PAGA penalties; and

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

Dated: October 22, 2024

TORUS LLP

By: _____



Daniel J. Hyun

David Alami

Attorneys for Plaintiff MARIA CONTRERAS

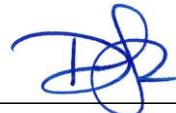
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 22, 2024

TORUS LLP

By: _____



Daniel J. Hyun

David Alami

Attorneys for Plaintiff MARIA CONTRERAS