

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff CHRISTA ELENA PEREZ

FILED
Superior Court of California
County of Los Angeles

11/21/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Soni Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHRISTA ELENA PEREZ, an individual and
on behalf of all others similarly situated;

Plaintiff,

vs.

JL INVESTMENT GROUP, INC.; JL
INVESTMENT GROUP - ALHAMBRA
MAIN, INC.; JL INVESTMENT GROUP -
HIGHLAND PARK, INC.; JL INVESTMENT
GROUP - PASADENA, INC.; JL
INVESTMENT GROUP - SANTA ANITA,
INC.; JL INVESTMENT GROUP - WEST
COVINA, INC.; JL INVESTMENT GROUP-
MONROVIA, INC.; JL INVESTMENT
GROUP - PASADENA III, INC.; and DOES 1
through 50,

Defendants.

Case No.: 24STCV24109

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

- (1) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*);**
- (6) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTA ELENA PEREZ (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants JL INVESTMENT GROUP, INC.; JL INVESTMENT GROUP -
4 ALHAMBRA MAIN, INC.; JL INVESTMENT GROUP - HIGHLAND PARK, INC.; JL
5 INVESTMENT GROUP - PASADENA, INC.; JL INVESTMENT GROUP - SANTA ANITA,
6 INC.; JL INVESTMENT GROUP - WEST COVINA, INC.; JL INVESTMENT GROUP -
7 MONROVIA, INC.; JL INVESTMENT GROUP - PASADENA III, INC., and DOES 1 to 50
8 (collectively “Defendants”), and on information and belief alleges as follows:

9 **JURISDICTION AND VENUE**

10 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
11 Complaint for recovery of unpaid wages and penalties under California Business and Professions
12 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 516, 558, 558.1, 1174,
13 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”),
14 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
15 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
16 violations of the Labor Code because the amount in controversy exceeds \$25,000.

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

21 **PARTIES**

22 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
23 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
25 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
26 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
27 *seq.*, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 516, 558, 558.1, 1174, 2698, *et seq.*, and
28 Wage Order 5.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the
2 applicable statute of limitations for each cause of action pled herein and continuing to the present,
3 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
4 similarly-situated non-exempt employees within Los Angeles County, and the State of California
5 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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

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

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

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

28 ///

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

4 **FACTUAL ALLEGATIONS**

5 10. Defendants own and operate a chain of Baja Cali Fish & Tacos restaurants in the Los
6 Angeles metropolitan area. Defendants employed Plaintiff as an hourly-paid, non-exempt employee
7 since approximately April 27, 2024 at one of its restaurants in Alhambra, California.

8 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
9 legally compliant meal periods due to Defendants' meal period policies/practices, which have
10 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
11 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
12 employees were not able to take their legally compliant meal breaks due to work demands imposed
13 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
14 and other non-exempt employees' hours worked, including accurate time records showing when
15 employees take their meal periods. Defendants' managers modified the meal period punches of
16 Plaintiff and other non-exempt employees to give the appearance they took compliant meal periods.
17 On those occasions when Plaintiff and other non-exempt employees were not provided with all
18 legally compliant meal periods to which they were entitled, Defendants failed to compensate
19 Plaintiff and other non-exempt employees with the required meal period premium(s) for each
20 workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information
21 and belief, Defendants maintained no mechanism for the payment of meal period premium
22 payments as required by Labor Code § 226.7 in the event that a legally compliant meal period was
23 not provided to their non-exempt employees.

24 12. Plaintiff and other non-exempt employees were not authorized and permitted to take
25 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
26 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
27 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
28 breaks due to work demands imposed by Defendants. Defendants' managers modified the rest

1 period punches of Plaintiff and other non-exempt employees to give the appearance they took
2 compliant rest periods. On those occasions when Plaintiff and other non-exempt employees were
3 not authorized and permitted to take all legally compliant rest periods to which they were entitled,
4 Defendants failed to compensate them with the required rest period premium(s) for each workday
5 there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief,
6 Defendants maintained no mechanism for the payment of rest period premium payments as required
7 by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and
8 permitted to their non-exempt employees.

9 13. As a result of Defendants' failure to pay all period premium wages, and unlawful
10 timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll
11 records and issued inaccurate wage statements to Plaintiff and other non-exempt employees. As a
12 further result of Defendants' failure to pay all premium wages, Defendants failed to timely pay all
13 final wages to other former non-exempt employees upon their separation of employment from
14 Defendants.

15 **CLASS ACTION ALLEGATIONS**

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

- 18 a. Rest Period Class: All current and former non-exempt employees of Defendants in
19 the State of California who worked at least one shift of 3.5 or more hours, during the
20 four years immediately preceding the filing of this action through the present.
- 21 b. Meal Period Class: All current and former non-exempt employees of Defendants in
22 the State of California who worked at least one shift of more than 5 hours, during the
23 four years immediately preceding the filing of this action through the present.
- 24 c. Wage Statement Class: All current and former non-exempt employees of Defendants
25 in the State of California who received a wage statement, during the one year
26 immediately preceding the filing of this action through the present.
- 27 d. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
28 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class

1 during the three years immediately preceding the filing of this action through the
2 present.

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

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

- 12 a. Whether Defendants authorized and permitted all legally compliant rest periods or
13 paid all rest period premium wages due to members of the Rest Period Class
14 pursuant to Labor Code §§ 226.7 and 516;
- 15 b. Whether Defendants authorized and permitted all legally compliant meal periods or
16 paid all meal period premium wages due to members of the Meal Period Class
17 pursuant to Labor Code §§ 226.7 and 512;
- 18 c. Whether Defendants furnished legally compliant wage statements to members of the
19 Wage Statement Class pursuant to Labor Code § 226; and
- 20 d. Whether Defendants timely paid all final wages to members of the Waiting Time
21 Class at the time of their separation of employment pursuant to Labor Code §§ 201
22 and 202.

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

27 17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
28 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)

1 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
2 Plaintiff, like the members of the Classes, was not permitted all rest periods, did not receive
3 premium pay for non-compliant rest and meal periods, and not provided with accurate, compliant,
4 itemized wage statements.

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

11 19. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
12 public interest in establishing minimum working conditions and standards in California. These laws
13 and labor standards protect the average working employee from exploitation by employers who
14 have the responsibility to follow the laws and who may seek to take advantage of superior economic
15 and bargaining power in setting onerous terms and conditions of employment. The nature of this
16 action and the format of laws available to Plaintiff and members of the Classes make the class
17 action format a particularly efficient and appropriate procedure to redress the violations alleged
18 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
19 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
20 resources of each individual plaintiff with their vastly superior financial and legal resources.

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

27 21. Furthermore, the prosecution of separate actions by the individual class members,
28 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

1 with respect to the individual class members against Defendants herein; and which would establish
2 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
3 respect to individual class members which would, as a practical matter, be dispositive of the interest
4 of the other class members not parties to adjudications or which would substantially impair or
5 impede the ability of the class members to protect their interests. As such, the Classes identified
6 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

7 **FIRST CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(Against All Defendants)**

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

12 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
13 in their affirmative obligation to provide all of their non-exempt employees in California, including
14 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
15 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

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

19 As a consequence of Defendants' unlawful meal period practices, Plaintiff and members of the
20 Meal Period Class seek recovery of unpaid premium wages for meal period violations including
21 interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558,
22 Wage Order 5, and Civil Code §§ 3287 and 3289.

23 **SECOND CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(Against All Defendants)**

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

28 ///

1 26. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
2 employees to be provided with a rest period of at least 10 minutes for each four-hour period
3 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
4 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
5 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
6 an additional hour of pay at their respective regular rate for the rest periods that they failed to
7 authorize and permit them to take, as required by Labor Code § 226.7.

8 27. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
9 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
10 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
11 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
12 3287 and 3289.

13 **THIRD CAUSE OF ACTION**

14 **WAGE STATEMENT PENALTIES**

15 **(Against All Defendants)**

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

18 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
20 and members of the Wage Statement Class with accurate and complete, itemized wage statements
21 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
22 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
23 period, and/or the correct name and address of the legal entity that is the employer in violation of
24 Labor Code § 226.

25 30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
26 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
27 to, among other things, the non-payment of rest period premium wages owed and deprived them of
28 the information necessary to identify the discrepancies in Defendants' reported payroll data.

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

4 **FOURTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

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

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

15 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 to timely pay members of the Waiting Time Class all final wages due to them at their separation
17 from employment, including rest period premium wages.

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

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

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

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

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

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

8 a. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
9 periods to which they are entitled, and failing to pay them all rest period premium
10 wages due;

11 b. failing to issue accurate and itemized wage statements to Plaintiff and members of
12 the Wage Statement Class; and

13 c. failing to timely pay all final wages to members of the Waiting Time Penalty Class.

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

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

23 42. The acts complained of herein occurred within the last four years immediately
24 preceding the filing of the Complaint in this action.

25 **SIXTH CAUSE OF ACTION**

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

28 ///

1 44. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
2 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
3 Employees”), brings this representative action against Defendants to recover the civil penalties due
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
5 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
7 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
8 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
9 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
10 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
11 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
12 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
13 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
14 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
15 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
16 Code for which no civil penalty is specifically provided, based on the following Labor Code
17 violations:

- 18 a. Failing to provide all legally required meal periods, and failure to pay meal period
19 premium wages, to Aggrieved Employees at the regular rate of compensation in
20 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 21 b. Failing to authorize and permit all legally required rest periods, and failure to pay
22 rest period premium wages, to Aggrieved Employees at the regular rate of
23 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 24 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
25 statements in violation of Labor Code § 226;
- 26 d. Failing to timely pay all final wages and compensation earned by Aggrieved
27 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 28 e. Failing to pay Aggrieved Employees all earned wages at least twice during each

1 calendar month in violation of Labor Code § 204; and

2 f. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
3 of Labor Code §§ 1174 and 1198.

4 45. On or about September 17, 2024, Plaintiff notified Defendants via certified mail, and
5 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
8 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
9 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
10 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
11 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
12 with respect to these violations.
13 Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California
14 Labor Code § 2699(g).

15 **PRAYER FOR RELIEF**

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

- 18 1. For an order certifying the proposed Classes;
- 19 2. For an order appointing Plaintiff as representative of the Classes;
- 20 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 21 4. Upon the First Cause of Action, for meal period premium wages according to proof
22 pursuant to Labor Code §§ 226.7, 512, and 558
- 23 5. Upon the Second Cause of Action, for rest period premium wages according to proof
24 pursuant to Labor Code §§ 226.7, 516, and 558;
- 25 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
26 226;
- 27 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
28 203;

1 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
4 *seq.*;

5 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
6 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
7 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
8 pay each employee and \$200 for each subsequent violation or willful or intentional violation
9 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
10 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
11 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
12 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
13 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
14 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
15 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
16 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
17 subsequent violation per employee per pay period for those violations of the Labor Code for which
18 no civil penalty is specifically provided;

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

21 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
22 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

23 12. For such other and further relief, the Court may deem just and proper.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **DEMAND FOR JURY TRIAL**

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

3
4 DATED: November 21, 2024

JUSTICE FOR WORKERS, P.C.

5
6 By: 

7 William C. Sung

8 Tiffany L. Luu

9 Attorneys for Plaintiff CHRISTA ELENA PEREZ
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28