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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ROSALVA MENDOZA, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

GRUBMARKET, INC., a Delaware
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24CV022139

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

- (1) MEAL PERIOD VIOLATIONS;
- (2) REST PERIOD VIOLATIONS;
- (3) WAGE STATEMENT VIOLATIONS;
- (4) WAITING TIME PENALTIES;
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
- (6) UNFAIR COMPETITION; &
- (7) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Rosalva Mendoza (“Plaintiff”), on behalf of herself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant GrubMarket, Inc. (“Defendant”) and
3 DOES 1 to 50 (collectively “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is an AI-powered prominent B2B eCommerce business operating in the
6 American food supply chain industry. Defendant is one of the largest private food tech companies in
7 the United States and the world.

8 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
9 California Labor Code and Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendant’s meal and rest period policies and
11 practices failed to allow and permit non-exempt employees to take all compliant and timely meal and
12 rest periods or pay premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further alleges
13 that Defendant failed to provide non-exempt employees with accurate written itemized wage
14 statements in violation of Labor Code § 226(a), failed to reimburse all necessary business expenses
15 incurred, and failed to timely pay all final wages upon separation of employment in violation of Labor
16 Code §§ 201-203.

17 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
18 violations under the Private Attorney General Act (“PAGA”).

19 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
20 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
21 herself and all other similarly situated non-exempt employees.

22 **JURISDICTION AND VENUE**

23 6. Plaintiff, on behalf of herself and all other similarly situated employees hereby brings
24 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
25 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802-2804,
26 and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking
27 declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et*
28 *seq.*

7. This class action is brought pursuant to the California Code of Civil Procedure § 382.

8. This Court has jurisdiction over Defendant's violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional minimum.

9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant operates in California within the County of Sacramento, and Defendant is within the jurisdiction of this Court for the service of process.

PARTIES

10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Sacramento and is and/or was the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

12. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Sacramento.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein mentioned, each of the Defendants participated in the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

16. Defendant is an AI-powered prominent B2B eCommerce business operating in the American food supply chain industry. Defendant is one of the largest private food tech companies in the United States and the world.

17. Plaintiff was employed by Defendant as a non-exempt employee with the title of “Replenishment” out of Oakland, California, beginning on April 26, 2022, until her separation from employment on October 5, 2024. Plaintiff and other non-exempt employees (including, but not limited to, Bookkeeper, Replenishment, Delivery Driver, Accounts Payable Specialist, Warehouse Packer, Online Grocery Packers, and all other non-exempt positions) were responsible for all aspects of Defendant’s business in the State of California.

18. However, in these roles, Plaintiff and non-exempt employees were often not afforded all protections and rights conferred under the California Labor Code and applicable Wage Orders.

19. First, at all relevant times, Plaintiff and other non-exempt employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Defendant's uniform meal period policies/practices, operational requirements, staffing issues, and

1 work demands, Plaintiff and other non-exempt employees often could not take timely and
2 uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when
3 Plaintiff and other non-exempt employees worked more than 10.0 hours in a shift, they were not
4 always allowed and permitted to take a mandated second meal period before the end of the tenth hour
5 of work in violation of the Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other
6 non-exempt employees' meal periods were often interrupted and/or lasted fewer than 30 minutes due
7 to Defendant's meal period policies/procedures, operational requirements, and work demands.

8 20. In addition, for each missed or non-compliant meal period, Defendant failed and
9 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
10 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) and
11 Labor Code § 226.7.

12 21. Accordingly, due to Defendant's uniform meal period practices, non-exempt
13 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
14 226.7, 510, 516, and applicable Wage Orders.

15 22. Next, at all relevant times, Plaintiff and other non-exempt employees were not
16 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
17 to Defendant's uniform rest period policies/practices, operational requirements, staffing issues, and
18 work demands. As a result, Plaintiff and other non-exempt employees were and are often unable to
19 take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes
20 a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0
21 hours in a workday.

22 23. By not relieving all non-exempt employees of all duties during rest periods, Defendant
23 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
24 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
25 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
26 the California Supreme Court expressly rejected the employer's assertion that it could provide an on-
27 duty rest period to employees who worked as security guards and further explained: "that employers
28 [must] relinquish any control over how employees spend their break time and relieve their employees

1 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period;
2 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
3 rate of pay” as required by Labor Code § 226.7.

4 24. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
5 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
6 512, and applicable Wage Orders.

7 25. As a result of Defendant’s failure to pay Plaintiff and other non-exempt employees for
8 all meal and rest period premiums at the “regular rate of pay,” Defendant issued wage statements
9 which failed to identify the gross wages earned accurately, the total hours worked, the net wages
10 earned, and the correct corresponding number of hours worked at each hourly rate, in violation of
11 Labor Code § 226(a)(1, 2, 5, and 9).

12 26. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
14 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
15 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

17 27. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
18 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
19 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
20 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
21 226(e).

22 28. Furthermore, because Defendant failed to pay meal and rest period premiums at the
23 “regular rate of pay,” Defendant also failed and continues to fail to pay Plaintiff and other non-exempt
24 employees all wages owed at their time of separation from employment in violation of Labor Code
25 §§ 201-203. Thus, non-exempt employees would be entitled to recover waiting time penalties under
26 Labor Code §§ 201-203.

27 29. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
28 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt

1 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
2 Here, Defendant uniformly failed to reimburse non-exempt employees for all necessary costs incurred
3 in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th
4 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then
5 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the
6 phone bill is paid for by a third person or at all...To show liability under section 2802, an employee
7 needs only to show that he or she was required to use a personal cell phone to make work-related
8 calls, and he or she was not reimbursed"].). Accordingly, due to Defendant's uniform failure to
9 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-2804
10 and applicable Wage Orders.

11 CLASS ACTION ALLEGATIONS

12 30. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
13 382 of the Code of Civil Procedure:

14 All current or former non-exempt hourly employees who work or worked for
15 Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the "Class");

16 All current or former employees who work or worked for Defendant in
17 California during the one year immediately preceding the filing of the
18 Complaint through the date of trial. ("the Wage Statement Subclass")

19 All employees who work or worked for Defendant in California and who left
20 their employment during the three years immediately preceding the filing of
the Complaint through the date of trial. ("Waiting Time Penalty Subclass")

21 (collectively "the Classes")

22 31. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
23 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
24 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
25 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
26 Defendant's employment and payroll records.

27 32. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
28 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated

1 non-exempt employees, which predominate over questions affecting only individual members
2 including, without limitation to:

3 1. Whether Defendant provided legally compliant meal and rest periods or proper
4 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

5 2. Whether Defendant furnished legally compliant wage statements to members of the
6 Wage Statement Subclass pursuant to Labor Code § 226(a);

7 3. Whether the timing and amount of payment of final wages to members of the Waiting
8 Time Penalty Subclass at the time of separation from employment were unlawful; and

9 4. Whether Defendant failed to reimburse Class Members for all necessary business
10 expenses in violation of Labor Code §§ 2802-2804.

11 33. **Predominance of Common Questions:** Common questions of law and fact
12 predominate over questions that affect only individual members of the Classes. The common
13 questions of law set forth above are numerous and substantial and stem from Defendant’s policies
14 and/or practices applicable to each individual class member, such as without limitation, Defendant’s
15 failure to provide all compliant meal and rest periods or premiums at the “regular rate of pay” in lieu
16 thereof, Defendant’s failure to provide accurate itemized wage statements, Defendant’s failure to
17 reimburse for all necessary business expenses, and Defendant’s failure to pay for all wages due upon
18 separation of employment. As such, the common questions predominate over individual questions
19 concerning each class member’s showing as to his or her eligibility for recovery or the amount of his
20 or her damages.

21 34. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
22 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
23 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
24 Plaintiff, like the members of the Classes, was deprived of meal and rest period premium wages, was
25 subject to Defendant’s uniform meal and rest period policies/practices, was not provided accurate
26 itemized wage statements, was not reimbursed for all necessary business expenses, and was not timely
27 paid all wages owed upon separation of employment.

28 ///

1 35. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
2 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
3 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
4 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
5 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
6 members of the Classes.

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

17 37. Moreover, requiring each member of the Classes to pursue an individual remedy would
18 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
19 against their former and/or current employer for real and justifiable fear of retaliation and permanent
20 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
21 the individual class members, even if possible, would create a substantial risk of inconsistent or
22 varying verdicts or adjudications with respect to the individual class members against Defendant
23 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
24 legal determinations with respect to individual class members which would, as a practical matter, be
25 dispositive of the interest of the other class members not parties to adjudications or which would
26 substantially impair or impede the ability of the class members to protect their interests. Further, the
27 claims of the individual members of the class are not sufficiently large to warrant vigorous individual
28 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the

1 Classes identified in Paragraph 30 are maintainable as Classes under § 382 of the Code of Civil
2 Procedure.

3 **FIRST CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 38. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

7 39. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
8 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
9 and members of the Class, with all required meal periods in accordance with the mandates of the
10 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
11 Allegations section of this Complaint.

12 40. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
13 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
14 each violation, per California Labor Code § 226.7.

15 41. As a result, Defendant is responsible for paying premium compensation at the "regular
16 rate of pay" for meal period violations, including interest thereon, statutory penalties, and costs of
17 suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b)
18 and 3289.

19 **SECOND CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 42. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

23 43. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516
24 establishes the right of non-exempt employees to be provided with a rest period of at least ten (10)
25 minutes for each four (4) hour period worked or major fraction thereof.

26 44. Due to their unlawful rest period policy/practices and operational requirements/work
27 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods
28 to which they were legally entitled.

45. Despite Defendant's violations, Defendant has not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for each violation, per California Labor Code § 226.7.

46. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

48. Labor Code 226(a) states in pertinent part the following:

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

49. As set forth above, during the Class Period, Defendant issued and continues to issue wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass, which are inadequate under Labor Code Section § 226(a).

50. Because Defendant failed to pay Plaintiff and the Wage Statement Subclass for all missed meal and rest period premiums at the appropriate “regular rate of pay,” Defendant failed to include required information on Plaintiff and the Wage Statement Subclass’ wage statements,

1 including, but not limited to, the total hours worked and the correct corresponding number of hours
2 worked at each hourly rate in violation of Labor Code section 226(a)(1,2,5 and 9).

3 51. Defendant' failure to comply with section 226(a) of the Labor Code was knowing
4 and intentional.

5 52. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
6 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
7 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
8 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
9 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant's
10 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

11 **FOURTH CAUSE OF ACTION**

12 **WAITING TIME PENALTIES**

13 **(AGAINST ALL DEFENDANTS)**

14 53. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

15 54. The actionable period for this cause of action is three years before filing this Complaint
16 through the present and ongoing until the violation is corrected, or the class is certified.

17 55. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
18 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
19 around the time their employment is terminated or ended.

20 56. Labor Code § 203 provides that if an employer willfully fails to pay compensation
21 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
22 employer is liable for penalties for continued compensation up to thirty (30) workdays.

23 57. Defendant willfully failed to pay the Waiting Time Subclass for their meal and rest
24 period premiums at the "regular rate of pay" before or upon termination or separation from
25 employment with Defendant as required by Labor Code §§ 201 and 202.

26 58. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties
27 amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor
28 Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination*

1 entitles an employee to recover waiting time penalties).

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

4 **(AGAINST ALL DEFENDANTS)**

5 59. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

6 60. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
7 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
8 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
9 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
10 believed them to be unlawful.”

11 61. As set forth above, Plaintiff and Class members must be compensated for all necessary
12 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
13 cell phone bills, and other costs incurred in the discharge of their duties. (See *Cochran v. Schwan’s*
14 *Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their
15 personal cell phones for work-related calls, Labor Code section 2802 requires the employer to
16 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited
17 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”); *Ritchie v.*
18 *Blue Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone
19 reimbursement claim and adopting the logic of *Cochran*).

20 62. At all relevant times, Defendant has failed to comply with Labor Code Section 2802
21 and the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary
22 business expenditures.

23 **SIXTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 64. Defendant has engaged and continues to engage in unfair and/or unlawful business
28 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by

1 failing to provide all legally required meal and rest periods or pay premium payments at the “regular
2 rate of pay” in lieu thereof, by failing to provide accurate wage statements, by failing to reimburse
3 for all necessary business expenses adequately, and by failing to pay all earned wages at the time of
4 separation from employment.

5 65. Defendant’s utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
8 Defendant competitors who have been and/or are currently employing workers and attempting to do
9 so in honest compliance with applicable wage and hour laws.

10 66. Because Plaintiff is a victim of Defendant’s unfair and/or unlawful conduct alleged
11 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
12 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
13 converted by Defendant’s pursuant to Business and Professions Code §§ 17203 and 17208.

14 67. The acts complained of herein occurred within the last four years immediately
15 preceding the filing of the Complaint in this action.

16 68. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
18 Defendant's current hourly non-exempt employees, and to enforce important rights affecting the
19 public interest. Plaintiff has thereby incurred the financial burden of attorneys’ fees and costs, which
20 she is entitled to recover under Code of Civil Procedure § 1021.5.

21 **SEVENTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(AGAINST ALL DEFENDANTS)**

24 69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 70. Defendant has committed several Labor Code violations against Plaintiff and other
26 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
27 § 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this PAGA
28 representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly

1 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
2 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
3 subsequent violation per employee per pay period for those violations of the Labor Code for which
4 no civil penalty is specifically provided based on the following Labor Code violations:

5 a) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
6 statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

7 b) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
8 with all of their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516;

9 c) Failing to furnish Plaintiff and other similarly situated employees with complete,
10 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

11 d) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
12 and applicable Wage Orders; and

13 e) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
14 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

15 71. On or about October 31, 2024, Plaintiff notified Defendant GrubMarket, Inc.
16 (“Defendant”) and the California Labor and Workforce Development Agency (“LWDA”) via email
17 of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to violations of
18 the California Labor Code identified in Paragraph 70 (a)-(e). Now that the sixty-five days have passed
19 from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted her administrative
20 requirements for bringing a claim under the Private Attorneys General Act with respect to these
21 violations.

22 72. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect her interests and the interests of similarly aggrieved employees, and to assess and collect the
24 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which she
25 is entitled to receive under California Labor Code § 2699.

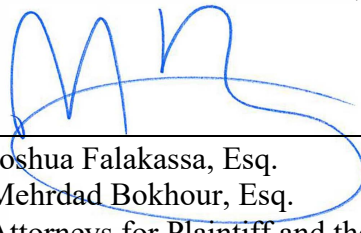
26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
28 suit is brought against Defendant, as follows:

- 1 1. For an order certifying the proposed Classes;
- 2 2. For an order appointing Plaintiff as representative of the Classes;
- 3 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 4 4. Upon the First Cause of Action, for compensatory, consequential, general, and
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 6 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 8 6. Upon the Third Cause of Action, penalties pursuant to Labor Code § 226(a), and
9 reasonable costs and attorney's fees;
- 10 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code §§ 201-203;
- 12 8. Upon the Fifth Cause of Action, for unreimbursed expenses, interest, and attorney's
13 fees and costs pursuant to Labor Code § 2802;
- 14 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
16 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 17 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other similarly
18 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
19 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
20 subsequent violation per employee per pay period for those violations of the Labor Code for which
21 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
22 costs;
- 23 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
24 § 218.6 and Civil Code §§ 3287 and 3289;
- 25 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
26 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and
- 27 13. For such other relief that the Court may deem just and proper.
- 28

1 Dated: January 6, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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3
4 By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On January 6, 2025, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

Ronald Tran, Esq.
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Counsel for defendant GrubMarket, Inc.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 6, 2025, at Los Angeles, California.



Carlos Garcia