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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

Attorneys for Plaintiff ANITA HERNANDEZ, as an individual and on behalf of similarly
situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

ANITA HERNANDEZ, as an individual
and on behalf of similarly situated
employees,

Plaintiff,

v.

GOLDEN GATE BELL LLC; and DOES
1 through 50, inclusive,

Defendants.

Case No.: C24-02813

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code § 510);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Labor Code § 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226(a), (e), 1174 (Failure to Issue Itemized Wage Statements and Maintain Records);
6. Violation of Labor Code § 2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff ANITA HERNANDEZ (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and all others similarly situated,
5 and the class she seeks to represent (“Plaintiff Class” or “Class Members”). Class Members
6 consist of all non-exempt warehouse workers, who worked in California for Defendant GOLDEN
7 GATE BELL LLC, and DOES 1 through 50 (collectively, “Defendant”) during the Class Period.
8 The term “Class Period” is defined as four (4) years prior to the filing of this complaint through
9 the date of judgment. Plaintiff reserves the right to amend this complaint to reflect a different
10 “Class Period” as further discovery is conducted.

11 2. Plaintiff, individually, and on behalf the class she seeks to represent, seeks relief
12 against Defendant for Defendant’s practice of violating the applicable wage orders, the applicable
13 Code of Regulations, and California labor codes, including: (1) failure to pay all wages, including
14 overtime wages, (2) failure to provide meal periods or compensation in lieu thereof, (3) failure to
15 provide rest periods or compensation in lieu thereof, (4) failure to pay wages at separation, (5)
16 failure to keep accurate payroll records, (6) unfair business practices, and (7) failure to indemnify
17 for expenditures or losses in discharge of duties as set forth more fully herein. These violations
18 concern current and past employees of Defendant.

19 3. At all relevant times herein, Defendant has consistently maintained and enforced
20 against Class Members the unlawful practices and policies set forth herein.

21 **JURISDICTION AND VENUE**

22 4. This Court is an appropriate venue for this action under Code of Civil Procedure
23 sections 395 and 395.5 because the acts that give rise to the causes of action alleged herein
24 occurred in the County of Contra Costa, State of California. Plaintiff hereby designates the County
25 of Contra Costa, State of California as the place of proper venue.

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5. This Court has personal jurisdiction over Defendant because conducts business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of Contra Costa. (Code Civ. Proc. section 410.10.)

6. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

THE PARTIES

A. The Plaintiff

7. Plaintiff worked a non-exempt hourly employee for Defendant from in or around August 2021 through September 2024, and is entitled to compensation for all hours worked, premium pay, business expense reimbursements, and penalties from Defendant.

8. Each of the Class Members consist of identifiable, current, and/or former similarly situated persons who worked for Defendant as non-exempt employees in California during the Class Period.

B. The Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant, is a California limited liability company with its principal place of business in California, including Contra Costa County. Defendant.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

FACTUAL ALLEGATIONS

13. Plaintiff and the Plaintiff Class are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

14. Plaintiff is informed and believes, and based thereon alleges, that Defendant currently employs, and during the relevant liability period has employed hundreds of employees in the State of California in non-exempt positions. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's facilities within the state.

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1 15. Plaintiff is informed and believes, and based thereon alleges, that Defendant
2 instituted a policy and practice against its employees wherein overtime wages due were not paid
3 in compliance with California law. Specifically, Plaintiff and Class Members were obligated to
4 perform pre and post shift work off the clock and maintain their uniforms off-the-clock.
5 Accordingly, Plaintiff and Class Members were not compensated all regular and overtime wages.
6 Plaintiff and Class Members were harmed by Defendant's failure to pay all minimum and
7 overtime wages.

8 16. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
9 required to provide Plaintiff and Class Members with a work-free, thirty (30) minute meal period
10 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
11 (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10) hours,
12 in compliance with Labor Code section 512. Defendant routinely denied Plaintiff and Class
13 Members a full, thirty (30) minute off-duty meal period when they worked in excess of six (6)
14 hours within the first five (5) hours of their shifts, and routinely denied Plaintiff and Class
15 Members a second thirty (30) minute meal period within the tenth (10th) hour of their shifts. On
16 information and belief, neither Plaintiff nor Class Members waived their lawful meal periods or
17 received compensation from Defendant for their missed meal periods.

18 17. Additionally, Defendant was obligated to provide Plaintiff and Class Members
19 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
20 day. Defendant prevented Plaintiff and Plaintiff Class from taking rest breaks throughout their
21 shifts in order to complete its jobs more quickly.

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant
23 willfully failed to pay Plaintiff Class adequate compensation for missed meal and rest periods in
24 a timely manner upon or after termination of their employment with Defendant.

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1 19. Defendant further failed to reimburse Plaintiff and Class Members for any
2 business expenses. Specifically, Plaintiff and Class Members were required to maintain
3 Defendant's uniforms. Defendant did not reimburse Plaintiff and Class Members for the
4 maintenance of the uniforms nor did Defendant provide a stipend in violation of the Labor Code
5 and the IWC Wage Orders.

6 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant
7 willfully failed to pay Class Members all wages earned, including minimum and overtime wages,
8 and compensation for missed meal and rest periods, in a timely manner upon or after termination
9 of their employment with Defendant.

10 21. At relevant times herein, Plaintiff and the Class Members were employed by
11 Defendant and were paid predominantly on an hourly basis.

12 22. On information and belief, Plaintiff alleges that Defendant's actions, as described
13 throughout this complaint, were willful.

14 23. On information and belief, Plaintiff alleges that Defendant willfully failed to pay
15 the legal wages, failed to provide legal rest and meal periods, and willfully failed to pay one
16 hour's wages in lieu of rest and meal periods, when each such employee quit or was discharged.

17 24. Plaintiff, on behalf of herself and all other Class Members, brings this action
18 pursuant to Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,
19 1182.12, 1194, 1197, and 2802, Business and Professions Code section 17200 et seq., and Code
20 of Regulations, Title 8, section 11000 et seq., seeking unpaid wages, overtime wages, unpaid rest
21 and meal period compensation, reimbursement of business expenses, penalties, injunctive, and
22 other equitable relief, and reasonable attorneys' fees and costs.

23 25. Defendant has failed to comply with Labor Code section 226, subdivision (a), by
24 failing to accurately report the total hours worked by Plaintiff and the Class Members. Plaintiff
25 and Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
26 pursuant to Labor Code section 226, subdivision (b).

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26. Plaintiff, on behalf of himself and Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this complaint.

CLASS ALLEGATIONS

27. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent Classes composed of and defined as follows.

- a. All Class Members who are employed or have been employed by Defendant in the State of California, and who, within the four years prior to the filing of this complaint to the present, have worked as a non-exempt employee and were not paid all wages owed, including, but not limited to, the legally requisite minimum wage and overtime rate;
- b. All Class Members who are employed or have been employed by Defendant as non-exempt, hourly-paid employees who, within the four years prior to the filing of this class action complaint to the present, have worked as non-exempt employees and have not been provided a meal period for every five hours or major fraction thereof worked per day, and were not provided one hour's pay for each day on which such meal period was not provided;
- c. All Class Members who are employed or have been employed by Defendant in the State of California as non-exempt, hourly-paid employees, and who, within the four years prior to the filing of this class action complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four hours or major fraction thereof worked per day, and were not provided compensation of one hour's pay for each day on which such rest period was not provided;

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- 1 d. All Class Members who have been employed by Defendant in the State of
2 California as non-exempt, hourly-paid employees who, within the four years
3 prior to the filing of this class action complaint to the present, separated their
4 employment from Defendant and have not been paid wages pursuant to Labor
5 Code section 203 and are owed restitution for waiting time penalties deriving
6 from such wages;
- 7 e. All Class Members who are employed or have been employed by Defendant
8 in the State of California as non-exempt, hourly-paid employees, and who,
9 within the four years prior to the filing of this class action complaint to the
10 present, have worked as non-exempt employees and have not been reimbursed
11 for business related expenses; and
- 12 f. All Class Members who have been employed by Defendant in the State of
13 California as non-exempt, hourly-paid employees who, within the four years
14 prior to the filing of this class action complaint to the present, who received an
15 inaccurate wage statement pursuant to Labor Code section 226.

16 28. Plaintiff reserves the right under rule 3.765 of the California Rules of Court, to
17 amend or modify the Class description with greater specificity or further division into subclasses
18 or limitation to particular issues.

19 29. This action has been brought and may be maintained as a class action pursuant to
20 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
21 litigation and because the proposed class can be ascertained by Defendant's records and through
22 discovery.

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1 **A. Numerosity**

2 30. The potential members of each Class defined herein are so numerous that joinder
3 of all the members of the Class is impracticable. While the precise number of Class Members
4 have not been determined at this time, Plaintiff is informed and believes that Defendant currently
5 employs, and during the relevant time period employed, hundreds of employees in positions as
6 Defendant's non-exempt employees in California, who are or have been affected by Defendant's
7 unlawful practices as alleged herein.

8 31. Accounting for employee turnover during the relevant periods necessarily
9 increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's
10 employment records would provide information as to the number and location of all Class
11 Members. Joinder of all members of the proposed Classes is not practicable.

12 **B. Commonality**

13 32. There are common questions of law and fact arising out of Defendant's conduct
14 as described herein, including, but not limited to:

- 15 a. Whether Defendant failed to pay all wages, including minimum and overtime
16 wages, earned and due to Plaintiff and Class members;
17 b. Whether Defendant failed and continues to fail to provide compliant meal
18 periods to Plaintiff and Class Members;
19 c. Whether Defendant failed and continues to fail to authorize and permit
20 Plaintiff and Class Members to take their rest periods;
21 d. Whether Defendant failed to furnish to Plaintiff and Class Members wage
22 statements containing all information required by Labor Code section 226,
23 subdivision (a);
24 e. Whether Defendant was required to reimburse Plaintiff and Class Members for
25 maintaining their uniforms and or purchasing uniforms from Defendant;

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1 f. Whether Defendant failed to pay all unpaid wages earned during the course of
2 Plaintiff and Class Members' employment upon separation of employment;
3 and;

4 g. Whether Defendant engaged in unfair/unlawful business practices.

5 **C. Typicality**

6 33. The claims of the Plaintiff are typical of the claims for Class Members, all of whom
7 have incurred and/or will incur damages, as a result of Defendant's common course of conduct
8 and common policies and practices. The claims of Plaintiff are typical because Defendant
9 subjected all of its workers to the identical violations of the California Industrial Welfare
10 Commission Wage Orders, California Code of Regulations, the California Labor Code and the
11 California Business & Professions Code among other statutes.

12 **D. Adequacy of Representation**

13 34. The Plaintiff will fairly and adequately represent and protect the interests of the
14 Class Members. Plaintiff's interests are not in conflict with those of the Class Members. Plaintiff's
15 attorneys are competent, well-versed and experienced in litigating large employment class actions
16 and other complex litigation matters.

17 **E. Superiority of Class Action**

18 35. Under the facts and circumstances set forth above, a class action is superior to any
19 other methods available for both the fair and efficient adjudication of the rights of each class
20 member inasmuch as joinder of individual relatively small claims of Class Members is not
21 practical and if each employee were required to file an individual lawsuit, the corporate defendant
22 would necessarily gain an unconscionable advantage since they would be able to exploit and
23 overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to
24 pursue an individual remedy would also discourage the assertion of lawful claims by employees
25 fearful of retaliation and permanent damage to their careers at present and/or subsequent
26 employment. Further, the substantial risk of inconsistent or varying verdicts or adjudications with
27 respect to the individual Class Members against Defendant herein further support class
28 certification.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES**

3 **(Plaintiff and Class Members Against All Defendants)**

4 36. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
5 as if fully alleged herein.

6 37. Upon information and belief, Defendant maintains, and has maintained throughout
7 the Class Period, a consistent policy and practice of failing to pay wages, including regular and
8 overtime wages, for hours actually worked.

9 38. As a result of Defendant's unlawful acts, Plaintiff and Class Members have been
10 deprived of regular wages and overtime compensation in amounts to be determined at trial, and
11 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
12 costs, pursuant to Labor Code sections 1194 and 1199.

13 39. Upon information and belief, Plaintiff and Class Members have been denied
14 wages, including regular and overtime compensation, as a result of Defendant's policy of
15 requiring Plaintiff and Class Members to work off-the-clock as described above. Further,
16 Defendant failed to compensate Plaintiff and Class Members for the time spent maintaining their
17 uniform off-the-clock. As a result of Defendant's policy of not paying employees for all work
18 performed, Plaintiff and Class Members are entitled to regular wages and overtime wages.
19 Plaintiff and Class Members are entitled to recovery of such amounts, plus interest and penalties
20 thereon, attorneys' fees, and costs pursuant to Labor Code sections 1194 and 1199.

21 40. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
22 the unpaid wages resulting from Defendant's unpaid wage violations including interest thereon,
23 reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent
24 permissible including those permitted pursuant to Labor Code sections 1194 and 1194.2 and Code
25 of Civil Procedure section 1021.5.

26 41. WHEREFORE, Plaintiff and Class Members request relief as described herein and
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1 49. Plaintiff individually, and on behalf of Class Members, requests recovery of meal
2 period premium compensation pursuant to Labor Code section 226.7 which they are owed
3 beginning four years prior to filing this complaint as well as the assessment of any statutory
4 penalties against the Defendant, and each of them, in a sum as provided by the Labor Code and/or
5 other statutes. Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and
6 any other provision of law, Plaintiff requests the court award reasonable attorney's fees and costs
7 incurred by them in this action.

8 50. WHEREFORE, Plaintiff and Class Members request relief as described herein and
9 below.

10 **THIRD CAUSE OF ACTION**

11 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

12 **(By Plaintiff and Class Members Against All Defendants)**

13 51. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
14 as if fully alleged herein.

15 52. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provide that
16 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
17 rest time per four (4) work hours, or major fraction thereof.

18 53. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
19 provide and employee rest periods in accordance with this section, the employer shall pay the
20 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
21 that the rest period is not provided. Plaintiff and Class Members consistently worked over four
22 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

23 54. Defendant failed to reasonably make available rest breaks to Plaintiff and Class
24 Members throughout the Class Period.

25 55. Plaintiff and Class Members are entitled to damages in an amount equal to one (1)
26 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code section
27 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests
28 the court award reasonable attorney's fees and costs incurred by them in this action.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Issue Itemized Wage Statements and Maintain Records**

3 **(By Plaintiff and Class Members Against All Defendants)**

4 63. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
5 as if fully alleged herein.

6 64. Labor Code sections 226, 1174, 1174.5, and the applicable IWC Wage Orders
7 provide that employers must keep records and provide employees with itemized wage statements
8 showing all hours worked and each applicable rate of pay in effect during the pay period with the
9 corresponding number of hours worked at each hourly rate.

10 65. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
11 location in California or at the plant or establishment at which the employees are employed,
12 payroll records showing the hours worked daily, and the wages paid to, each employee. Labor
13 Code section 226, subdivision (a) requires an employer to provide employees—either as a
14 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
15 wages are paid by personal check or cash—an accurate itemized wage statement in writing
16 including specified information, including, but not limited to: (1) gross wages earned; (2) total
17 hours worked by the employee; (3) the number of piece-rate units earned; (4) all deductions; (5)
18 net wages earned...and (9) all applicable hourly rates of pay and corresponding number of hours.
19 Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally
20 fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours
21 worked by the employee, causing the employee injury, then the employee is entitled to recover
22 the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred
23 dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff
24 is informed and believes that Defendant willfully failed to make or keep accurate records for
25 Plaintiff and Class Members.

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1 66. The IWC Wage Orders require that every employer shall keep accurate
2 information with respect to each employee, including time records showing when each employee
3 begins and ends each work periods, the total daily hours worked by each employee and the total
4 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes
5 that Defendant willfully and intentionally failed to make and/or keep records which accurately
6 reflect the hours worked by Plaintiff and Class Members. Specifically, Plaintiff believes that
7 Defendant did not maintain records for Plaintiff and Class Members reflecting their time worked
8 and applicable rate of pay.

9 67. An employee is deemed to suffer injury if the employer fails to provide a wage
10 statement containing all of the required information set forth in Labor Code section 226,
11 subdivision (a). (Labor Code section 226, subdivision (e)(2)). In addition, the omission of time
12 worked, proper rates of pay, records of missed meal and rest breaks and/or premium pay make it
13 difficult for employees to determine whether they were paid all wages due without complicated
14 calculations and/or reconstruction of records required to be maintained by the employer.

15 68. For each employee suffering an injury as a result of Defendant knowing and
16 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
17 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
18 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
19 subsequent pay period.

20 69. Plaintiff is informed and believe that Defendant's failure to keep accurate payroll
21 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
22 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor
23 Code section 2699, subdivision (f)(2). Plaintiffs and Class Members are entitled to penalties of
24 \$100.00 and for the initial violation and \$200.00 for each subsequent violation for every pay
25 period during which these records and information were not kept by Defendant.

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70. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information and provide to Plaintiff and Class Members itemized wage statements containing all of the information mandated by the Labor Code, as described above, was knowing and intentional, and Plaintiff and Class Members are entitled to statutory penalties for each pay period in which a violation occurred. Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e) and as otherwise permitted by law.

SIXTH CAUSE OF ACTION

Indemnification for Expenditures or Losses in Discharge of Duties

(By Plaintiff and Class Members Against All Defendants)

71. Plaintiff realleges and incorporates by reference all preceding paragraphs herein as if fully alleged herein.

72. Defendant failed to indemnify their Plaintiff and Class Members for all necessary expenditures or losses incurred by the Plaintiff and Class Members in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and Class Members for expenditures they incurred on their behalf, including without limitation, maintaining Defendant's uniform in direct consequence of the discharge of their duties to Defendant.

73. Defendant has not reimbursed Plaintiff and Class Members for all expenditures. Plaintiff and Class Members are therefore entitled to be paid damages, attorney's fees, costs, interest pursuant to Labor Code section 2802, subdivisions (b) and (c), as well as all statutory penalties, against Defendant in accordance with California Labor Code section 2802, subdivision (d).

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1 **SEVENTH CAUSE OF ACTION**

2 **Unfair/Unlawful Business Practices**

3 **(By Plaintiff and Class Members Against All Defendants)**

4 74. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
5 as if fully alleged herein.

6 75. Plaintiff brings this claim individually and on behalf of Class Members.

7 76. Business & Professions Code section 17200 (“UCL”) prohibits unfair competition
8 in the form of any unlawful, unfair, or fraudulent business act or practice.

9 77. Business and Professions Code section 17204 allows “any person who has suffered
10 injury in fact and has lost money or property as a result of such unfair competition” to prosecute
11 a civil action for violation of the UCL.

12 78. Labor Code section 90.5, subdivision (a) states it is the public policy of California
13 to vigorously enforce minimum labor standards in order to ensure employees are not required to
14 work under substandard and unlawful conditions, and to protect employers who comply with the
15 law from those who attempt to gain competitive advantage at the expense of their workers by
16 failing to comply with minimum labor standards.

17 79. Beginning at an exact date unknown to Plaintiff, but at least since the date four
18 years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as
19 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent
20 business practices and acts described in this complaint including but not limited to violations of
21 Labor Code sections 201, 202, 203, 204, 226, 226.7, 351, 512, 1174, 1182.12, 1194, 1194.2, 1197,
22 and 2802, as well as other statutes.

23 80. The violations of these laws and regulations, as well as of the fundamental
24 California public policies protecting workers, serve as unlawful predicate acts and practices for
25 purposes of Business and Professions Code sections 17200 et seq.

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1 81. As a result of these actions, Plaintiff, on information and belief, alleges that
2 Defendant are able to unfairly compete with other comparable companies in the State of
3 California in violation of Business & Professions Code sections 17000 *et. seq.* and sections 17200
4 *et. seq.* Due to these unlawful, unfair, and/or fraudulent business practices, Defendant has gained
5 a competitive advantage over other comparable companies doing business in the State of
6 California.

7 82. The victims of these unlawful, unfair, and/or fraudulent business practices include,
8 but are not limited to, Plaintiff, putative class members, competing moving companies in the State
9 of California, and the general public. Plaintiff is informed and believes and thereon alleges that
10 Defendant performed the above-mentioned acts with the intent of gaining an unfair competitive
11 advantage and thereby injuring Plaintiff, putative class members, other competitors and the
12 general public.

13 83. Plaintiff's success in this action will enforce important rights affecting the public
14 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
15 of herself.

16 84. Business and Professions Code section 17203 provides that a court may make such
17 orders or judgments as may be necessary to prevent the use or employment by any person of any
18 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
19 prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and
20 business practices alleged above.

21 85. Business and Professions Code section 17203 provides that the Court may restore
22 to any person in interest any money or property that may have been acquired by means of such
23 unfair competition. Plaintiff and Class Members are entitled to restitution pursuant to Business
24 and Professions Code section 17203 for wages and payments unlawfully withheld from
25 employees, including the fair value of the meal and rest periods and other losses alleged herein,
26 during the four-year period prior to the filing of this complaint. All remedies are cumulative
27 pursuant to Business & Professions Code section 17205.

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1 86. Business and Professions Code section 17202 provides: “Notwithstanding section
2 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
3 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class Members are entitled
4 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
5 Professions Code section 17202.

6 87. Plaintiff requests injunctive relief pursuant to Business & Professions Code
7 section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged
8 herein.

9 88. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
10 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
11 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
12 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
13 Code of Civil Procedure section 1021.5 and otherwise.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 16 1. That the Court determine that this action may be maintained as a class action under
17 Code of Civil Procedure section 382;
- 18 2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
- 19 3. That the attorneys of record for Plaintiff whose name appears in this complaint be
20 appointed class counsel;
- 21 4. For compensatory damages in an amount according to proof with interest thereon;
- 22 5. For economic and/or special damages in an amount according to proof with interest
23 thereon;
- 24 6. That Defendant be found to have engaged in unfair competition in violation of
25 Business and Professions Code section 17200 *et seq.*;

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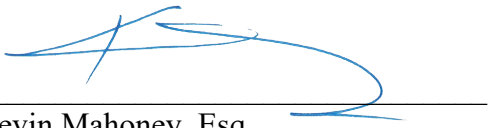
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- 1 7. That Defendant be ordered and enjoined to make restitution to each Class due to its
2 unfair competition, pursuant to Business and Professions Code sections 17203 and
3 17204;
- 4 8. That Defendant be enjoined from continuing the unlawful course of conduct alleged
5 herein;
- 6 9. That Defendant be enjoined from further acts of restraint of trade or unfair
7 competition;
- 8 10. Injunctive relief, enjoining Defendant from engaging in the unlawful and unfair
9 business practices complained herein;
- 10 11. Declaratory relief, enjoining Defendant's practices as being unlawful and unfair
11 business practices within the meaning of Business & Professions Code section 17200,
12 et seq.
- 13 12. For penalties to the extent permitted pursuant to the Labor Code, Orders of the
14 Industrial Welfare Commission, including, but not limited to, waiting time penalties
15 under Labor Code section 203, and penalties under Labor Code sections 226,
16 subdivision (e), 226.3, 210, 226.7, and 1174.5;
- 17 13. For attorneys' fees, interest, and costs of suit under Labor Code sections 1194 and
18 other applicable provisions of law outside the Labor Code; and
- 19 14. For such other and further relief as the Court deems just and proper.
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21

22 Dated: October 18, 2024

MAHONEY LAW GROUP, APC

23
24 By: 

25 Kevin Mahoney, Esq.
26 John A. Young, Esq.
27 Attorneys for Plaintiff ANITA
28 HERNANDEZ and on behalf of all
employees similarly situated

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Dated: October 18, 2024

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Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ANITA
HERNANDEZ and on behalf of all
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