

Arby Aiwazian (SBN 269827)
arby@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Ryan Slinger (SBN 351297)
r.slinger@calljustice.com
LAWYERS for JUSTICE, PC
450 N. Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
ALICIA FRANCIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

ALICIA FRANCIS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

BAY STANDARD MANUFACTURING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: C23-02686

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid)

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- During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.
 - (11) Violation of Cal. Labor Code §§ 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ALICIA FRANCIS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s first through tenth causes of action are brought as a class action pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s eleventh cause of action is brought by Plaintiff as a representative action pursuant to California Labor Code sections 2698, et seq. on behalf of herself, the State of California, and all individuals who worked for Defendants in the State of California as hourly paid and/or non-exempt employees at any time during the period commencing on October 14, 2023, and ending on the date final judgment is entered (“Aggrieved Employees”). Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred.

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and

substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Contra Costa. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Contra Costa.

PARTIES

7. Plaintiff ALICIA FRANCIS is an individual residing in the State of California.

8. Defendant BAY STANDARD MANUFACTURING, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Contra Costa.

9. At all relevant times, Defendant BAY STANDARD MANUFACTURING, INC., was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants BAY STANDARD MANUFACTURING, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused

1 the injuries and damages to Plaintiff, the other class members, and Aggrieved Employees as
2 alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show
3 the true names and capacities when the same have been ascertained.

4 12. Defendant BAY STANDARD MANUFACTURING, INC., and DOES 1 through
5 100 will hereinafter collectively be referred to as “Defendants.”

6 13. Plaintiff further alleges that Defendants directly or indirectly controlled or
7 affected the working conditions, wages, working hours, and conditions of employment of
8 Plaintiff, the other class members, and Aggrieved Employees so as to make each of said
9 Defendants employers liable under the statutory provisions set forth herein.

10 **CLASS ACTION ALLEGATIONS**

11 14. Plaintiff brings her first through tenth causes of action on her own behalf and on
12 behalf of all other members of the general public similarly situated, and, thus, seeks class
13 certification under California Code of Civil Procedure section 382.

14 15. The proposed class is defined as follows:

15 All current and former hourly-paid or non-exempt employees who worked for
16 any of the Defendants within the State of California at any time during the
17 period from four years preceding the filing of this Complaint to final judgment
18 and who reside in California.

19 **Subclass A:** All class members who were subject to Defendants’ practice of
20 rounding time recorded for purposes of calculating compensation for time
21 worked or for calculating meal periods.

22 **Subclass B:** All class members who were required by Defendants to stay on
23 Defendants’ premises for rest breaks.

24 16. Plaintiff reserves the right to establish additional subclasses as appropriate.

25 17. The class is ascertainable and there is a well-defined community of interest in
26 the litigation:

27 a. Numerosity: The class members are so numerous that joinder of all class
28 members is impracticable. The membership of the entire class is

1 unknown to Plaintiff at this time; however, the class is estimated to be
2 greater than fifty (50) individuals and the identity of such membership is
3 readily ascertainable by inspection of Defendants' employment records.

4 b. Typicality: Plaintiff's claims are typical of all other class members' as
5 demonstrated herein. Plaintiff will fairly and adequately protect the
6 interests of the other class members with whom she has a well-defined
7 community of interest.

8 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
9 each class member, with whom she has a well-defined community of
10 interest and typicality of claims, as demonstrated herein. Plaintiff has no
11 interest that is antagonistic to the other class members. Plaintiff's
12 attorneys, the proposed class counsel, are versed in the rules governing
13 class action discovery, certification, and settlement. Plaintiff has
14 incurred, and during the pendency of this action will continue to incur,
15 costs and attorneys' fees, that have been, are, and will be necessarily
16 expended for the prosecution of this action for the substantial benefit of
17 each class member.

18 d. Superiority: A class action is superior to other available methods for the
19 fair and efficient adjudication of this litigation because individual joinder
20 of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class
22 action will advance public policy objectives. Employers of this great
23 state violate employment and labor laws every day. Current employees
24 are often afraid to assert their rights out of fear of direct or indirect
25 retaliation. However, class actions provide the class members who are
26 not named in the complaint anonymity that allows for the vindication of
27 their rights.

28 18. There are common questions of law and fact as to the class members that

1 predominate over questions affecting only individual members. The following common
2 questions of law or fact, among others, exist as to the members of the class:

- 3 a. Whether Defendants' failure to pay wages, without abatement or
4 reduction, in accordance with the California Labor Code, was willful;
- 5 b. Whether Defendants' had a corporate policy and practice of failing to
6 pay their hourly-paid or non-exempt employees within the State of
7 California for all hours worked and missed (short, late, interrupted,
8 and/or missed altogether) meal periods and rest breaks in violation of
9 California law;
- 10 c. Whether Defendants required Plaintiff and the other class members to
11 work over eight (8) hours per day and/or over forty (40) hours per week
12 and failed to pay the legally required overtime compensation to Plaintiff
13 and the other class members;
- 14 d. Whether Defendants deprived Plaintiff and the other class members of
15 meal and/or rest periods or required Plaintiff and the other class
16 members to work during meal and/or rest periods without compensation;
- 17 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
18 other class members for all hours worked;
- 19 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
20 class members within the required time upon their discharge or
21 resignation;
- 22 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
23 the other class members during their employment;
- 24 h. Whether Defendants complied with wage reporting as required by the
25 California Labor Code; including, *inter alia*, section 226;
- 26 i. Whether Defendants kept complete and accurate payroll records as
27 required by the California Labor Code, including, *inter alia*, section
28 1174(d);

- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Contra Costa.

20. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately September 2021 to approximately March 2023, in the State of California.

21. Defendants hired Plaintiff, the other class members, and Aggrieved Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

22. Defendants had the authority to hire and terminate Plaintiff, the other class members, and Aggrieved Employees, to set work rules and conditions governing Plaintiff's, the other class members', and Aggrieved Employees' employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's, the other class members', and Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other class members.

24. Defendants directly hired and paid wages and benefits to Plaintiff, the other class members, and Aggrieved Employees.

1 25. Defendants continue to employ hourly-paid or non-exempt employees within the
2 State of California.

3 26. Plaintiff, the other class members, and Aggrieved Employees worked over eight
4 (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

5 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
7 employees within the State of California. This pattern and practice involved, *inter alia*, failing
8 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
9 breaks in violation of California law.

10 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
12 were entitled to receive certain wages for overtime compensation and that they were not
13 receiving accurate overtime compensation for all overtime hours worked.

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to provide Plaintiff, the other class members, and Aggrieved Employees all required rest
16 and meal periods during the relevant time period as required under the Industrial Welfare
17 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

18 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
20 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's,
21 the other class member's, and Aggrieved Employees' regular rate of pay when a meal period
22 was missed, and they did not receive all meal periods or payment of one additional hour of pay
23 at Plaintiff's, the other class member's, and Aggrieved Employees' regular rate of pay when a
24 meal period was missed.

25 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
27 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's,
28 the other class member's, and Aggrieved Employees' regular rate of pay when a rest period

1 was missed, and they did not receive all rest periods or payment of one additional hour of pay
2 at Plaintiff's, the other class members', and Aggrieved Employees' regular rate of pay when a
3 rest period was missed.

4 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 required Plaintiff, the other class members, and Aggrieved Employees to remain on
6 Defendants' premises during purported rest periods, thereby failing to relieve them of all
7 employer control.

8 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
10 were entitled to receive at least minimum wages for compensation and that they were not
11 receiving at least minimum wages for all hours worked.

12 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 rounded the work time recorded by Plaintiff, the other class members, and Aggrieved
14 Employees in a manner that was not fair and neutral on its face and/or that favored Defendants
15 over time, resulting in Plaintiff, the other class members, and Aggrieved Employees being
16 underpaid for their time worked.

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
19 were entitled to receive all wages owed to them upon discharge or resignation, including
20 overtime and minimum wages and meal and rest period premiums, and they did not, in fact,
21 receive all such wages owed to them at the time of their discharge or resignation.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
24 were entitled to receive all wages owed to them during their employment. Plaintiff, the other
25 class members, and Aggrieved Employees did not receive payment of all wages, including
26 overtime and minimum wages and meal and rest period premiums, within any time permissible
27 under California Labor Code section 204.

28 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
2 were entitled to receive complete and accurate wage statements in accordance with California
3 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
4 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
5 Plaintiff, the other class members, and Aggrieved Employees.

6 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Defendants had to keep complete and accurate payroll records
8 for Plaintiff, the other class members, and Aggrieved Employees in accordance with California
9 law, but, in fact, did not keep complete and accurate payroll records.

10 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff, the other class members, and Aggrieved Employees
12 were entitled to reimbursement for necessary business-related expenses.

13 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that they had a duty to compensate Plaintiff, the other class
15 members, and Aggrieved Employees pursuant to California law, and that Defendants had the
16 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
17 do so, and falsely represented to Plaintiff, the other class members, and Aggrieved Employees
18 that they were properly denied wages, all in order to increase Defendants' profits.

19 41. During the relevant time period, Defendants failed to pay overtime wages to
20 Plaintiff, the other class members, and Aggrieved Employees for all overtime hours worked.
21 Plaintiff, the other class members, and Aggrieved Employees were required to work more than
22 eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all
23 overtime hours worked.

24 42. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff, the other class members, and Aggrieved
26 Employees.

27 43. During the relevant time period, Defendants required Plaintiff, the other class
28 members, and Aggrieved Employees to remain on Defendants' premises during purported rest

1 periods, thereby failing to relieve them of all employer control.

2 44. During the relevant time period, Defendants failed to pay Plaintiff, the other
3 class members, and Aggrieved Employees at least minimum wages for all hours worked.

4 45. During the relevant time period, Defendants rounded the work time recorded by
5 Plaintiff, the other class members, and Aggrieved Employees in a manner that was not fair and
6 neutral on its face and/or that favored Defendants over time, resulting in Plaintiff, the other class
7 members, and Aggrieved Employees being underpaid for their time worked.

8 46. During the relevant time period, Defendants failed to pay Plaintiff, the other
9 class members, and Aggrieved Employees all wages owed to them upon discharge or
10 resignation.

11 47. During the relevant time period, Defendants failed to pay Plaintiff, the other
12 class members, and Aggrieved Employees all wages within any time permissible under
13 California law, including, *inter alia*, California Labor Code section 204.

14 48. During the relevant time period, Defendants failed to provide complete or
15 accurate wage statements to Plaintiff, the other class members, and Aggrieved Employees.

16 49. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiff, the other class members, and Aggrieved Employees.

18 50. During the relevant time period, Defendants failed to reimburse Plaintiff, the
19 other class members, and Aggrieved Employees for all necessary business-related expenses
20 and costs.

21 51. During the relevant time period, Defendants failed to properly compensate
22 Plaintiff, the other class members, and Aggrieved Employees pursuant to California law in
23 order to increase Defendants' profits.

24 52. California Labor Code section 218 states that nothing in Article 1 of the Labor
25 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
26 due to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

4 53. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
5 through 50, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 54. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and the other class members employed by Defendants, and
14 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
15 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
16 than forty (40) hours in a workweek.

17 56. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and the other class members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 57. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
23 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

26 58. During the relevant time period, Plaintiff and the other class members worked in
27 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

28 59. During the relevant time period, Defendants intentionally and willfully failed to

1 pay overtime wages owed to Plaintiff and the other class members.

2 60. Defendants' failure to pay Plaintiff and the other class members the unpaid
3 balance of overtime compensation, as required by California laws, violates the provisions of
4 California Labor Code sections 510 and 1198, and is therefore unlawful.

5 61. Pursuant to California Labor Code section 1194, Plaintiff and the other class
6 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
7 attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 226.7 and 512(a))**

10 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

11 62. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 59, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 63. At all relevant times, the IWC Order and California Labor Code sections 226.7
15 and 512(a) were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 64. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any meal or rest period mandated by an
19 applicable order of the California IWC.

20 65. At all relevant times, the applicable IWC Wage Order and California Labor
21 Code section 512(a) provide that an employer may not require, cause or permit an employee to
22 work for a work period of more than five (5) hours per day without providing the employee
23 with a meal period of not less than thirty (30) minutes, except that if the total work period per
24 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
25 consent of both the employer and employee.

26 66. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) further provide that an employer may not require, cause or permit an
28 employee to work for a work period of more than ten (10) hours per day without providing the

1 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
2 that if the total hours worked is no more than twelve (12) hours, the second meal period may
3 be waived by mutual consent of the employer and the employee only if the first meal period
4 was not waived.

5 67. During the relevant time period, Plaintiff and the other class members who were
6 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
7 their legally-mandated meal periods by mutual consent, were required to work for periods
8 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
9 minutes and/or rest period.

10 68. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time in excess of six (6) hours were required to work for
12 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
13 (30) minutes and/or rest period.

14 69. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiff and the other class members to work during meal periods and failed to compensate
16 Plaintiff and the other class members the full meal period premium for work performed during
17 meal periods.

18 70. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members the full meal period premium due pursuant to California Labor Code section
20 226.7.

21 71. Defendants' conduct violates applicable IWC Wage Order and California Labor
22 Code sections 226.7 and 512(a).

23 72. Pursuant to applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each work day that
26 the meal or rest period is not provided.

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1 Labor Code section 226.7.

2 81. Pursuant to the applicable IWC Wage Orders and California Labor Code section
3 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
4 additional hour of pay at the employees' regular hourly rate of compensation for each work
5 day that the rest period was not provided.

6 **FOURTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

8 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

9 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 79, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 83. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
13 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
14 than the minimum so fixed is unlawful.

15 84. During the relevant time period, Defendants failed to pay minimum wage to
16 Plaintiff and the other class members as required, pursuant to California Labor Code sections
17 1194, 1197, and 1197.1.

18 85. Defendants' failure to pay Plaintiff and the other class members the minimum
19 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
20 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
21 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 86. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
24 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
25 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
26 minimum wages.

27 87. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
28 members are entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 201 and 202)**

4 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

5 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 85, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 89. At all relevant times herein set forth, California Labor Code sections 201 and
9 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
10 time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 90. During the relevant time period, Defendants intentionally and willfully failed to
16 pay Plaintiff and the other class members who are no longer employed by Defendants their
17 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 91. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

22 92. California Labor Code section 203 provides that if an employer willfully fails to
23 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
24 shall continue as a penalty from the due date thereof at the same rate until paid or until an
25 action is commenced; but the wages shall not continue for more than thirty (30) days.

26 93. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

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(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

97. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

98. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

99. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 101. At all material times set forth herein, California Labor Code section 226(a)
3 provides that every employer shall furnish each of his or her employees an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
5 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
6 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
7 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
9 his or her social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee. The deductions
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
13 showing the month, day, and year, and a copy of the statement or a record of the deductions
14 shall be kept on file by the employer for at least three years at the place of employment or at a
15 central location within the State of California.

16 102. Defendants have intentionally and willfully failed to provide Plaintiff and the
17 other class members with complete and accurate wage statements. The deficiencies include,
18 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
19 the other class members.

20 103. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiff and the other class members have suffered injury and damage to their statutorily-
22 protected rights.

23 104. More specifically, Plaintiff and the other class members have been injured by
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because
25 they were denied both their legal right to receive, and their protected interest in receiving,
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

27 105. Plaintiff and the other class members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants' failure to comply with California Labor

1 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
2 employee.

3 106. Plaintiff and the other class members are also entitled to injunctive relief to
4 ensure compliance with this section, pursuant to California Labor Code section 226(h).

5 **EIGHTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 1174(d))**

7 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

8 107. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 104, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 108. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
12 central location in the state or at the plants or establishments at which employees are
13 employed, payroll records showing the hours worked daily by and the wages paid to, and the
14 number of piece-rate units earned by and any applicable piece rate paid to, employees
15 employed at the respective plants or establishments. These records shall be kept in accordance
16 with rules established for this purpose by the commission, but in any case shall be kept on file
17 for not less than two years.

18 109. Defendants have intentionally and willfully failed to keep accurate and complete
19 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
20 class members.

21 110. As a result of Defendants' violation of California Labor Code section 1174(d),
22 Plaintiff and the other class members have suffered injury and damage to their statutorily-
23 protected rights.

24 111. More specifically, Plaintiff and the other class members have been injured by
25 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
26 they were denied both their legal right and protected interest, in having available, accurate and
27 complete payroll records pursuant to California Labor Code section 1174(d).

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

4 112. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 109, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 113. Pursuant to California Labor Code sections 2800 and 2802, an employer must
8 reimburse its employee for all necessary expenditures incurred by the employee in direct
9 consequence of the discharge of his or her job duties or in direct consequence of his or her
10 obedience to the directions of the employer.

11 114. Plaintiff and the other class members incurred necessary business-related
12 expenses and costs that were not fully reimbursed by Defendants.

13 115. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
14 other class members for all necessary business-related expenses and costs.

15 116. Plaintiff and the other class members are entitled to recover from Defendants
16 their business-related expenses and costs incurred during the course and scope of their
17 employment, plus interest accrued from the date on which the employee incurred the necessary
18 expenditures at the same rate as judgments in civil actions in the State of California.

19 **TENTH CAUSE OF ACTION**

20 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

21 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

22 117. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 114, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 118. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
27 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
28 interest within the meaning of Code of Civil Procedure section 1021.5.

1 119. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, et seq.

4 120. A violation of California Business & Professions Code section 17200, et seq.
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policies and practices of requiring employees, including Plaintiff and the other class members,
7 to work overtime without paying them proper compensation violate California Labor Code
8 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
9 employees, including Plaintiff and the other class members, to work through their meal and
10 rest periods without paying them proper compensation violate California Labor Code sections
11 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
12 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
13 practices of failing to timely pay wages to Plaintiff and the other class members violate
14 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
15 Code sections 226(a), 1174(d), 2800 and 2802.

16 121. As a result of the herein described violations of California law, Defendants
17 unlawfully gained an unfair advantage over other businesses.

18 122. Plaintiff and the other class members have been personally injured by
19 Defendants' unlawful business acts and practices as alleged herein, including but not
20 necessarily limited to the loss of money and/or property.

21 123. Pursuant to California Business & Professions Code sections 17200, et seq.,
22 Plaintiff and the other class members are entitled to restitution of the wages withheld and
23 retained by Defendants during a period that commences four years preceding the filing of this
24 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
25 1021.5 and other applicable laws; and an award of costs.

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1 **ELEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, et seq.)**

3 **(Against BAY STANDARD MANUFACTURING, INC. and DOES 1 through 100)**

4 124. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 123, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 125. Plaintiff brings her eleventh cause of action as a representative action on behalf of
8 herself, the State of California, and other Aggrieved Employees in the capacity as a private
9 attorney general pursuant to Labor Code Sections 2698, et seq. (“PAGA”).

10 126. PAGA specifically provides for a private right of action to recover civil penalties
11 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
15 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
16 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
17 2699(a).

18 127. Plaintiff was employed by Defendants and the Labor Code violations alleged
19 herein were committed against her during his employment with Defendants. Accordingly,
20 Plaintiff is an “aggrieved employee” under PAGA.

21 128. As set forth in detail herein, during all times relevant to this Action, Defendants
22 have routinely subjected Plaintiff and Aggrieved Employees to violations of the California Labor
23 Codes by:

- 24 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
25 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
26 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
27 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
28 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved

1 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
2 hour of premium pay for meal period violations in violation of Labor Code §§
3 226.7 and 512.

4 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
5 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
6 Employees an additional hour of premium pay for rest period violations in
7 violation of Labor Code §§ 226.7 and 512.

8 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
9 of their employment in violation of Labor Code § 203.

10 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
11 during employment in violation of Labor Code § 204.

12 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
13 itemized wage statements in violation of Labor Code § 226.

14 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
15 Employees' work periods, meal periods, total daily hours, hours per pay period,
16 total wages and compensation, and applicable pay rates in violation of Labor Code
17 § 1174(d) and the applicable IWC Wage Order.

18 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
19 business-related expenses in violation of Labor Code §§ 2800 and 2802.

20 129. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
21 individually and on behalf of the State of California and the Aggrieved Employees, requests and
22 is entitled to recover civil penalties against Defendants for the Labor Code violations described
23 above, including civil penalties under California Labor Code sections 2699, 558, 210, 226,
24 226.3, 1174.5 and 1197.1, and any and all additional penalties and sums as provided by the
25 California Labor Code and/or other statutes. The exact amount of applicable penalties is in an
26 amount to be shown according to proof at trial.

27 130. Plaintiff has exhausted her administrative remedies pursuant to Labor Code §
28 2699.3. On November 4, 2024, Plaintiff, through her counsel of record, by online filing with the

1 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants,
2 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
3 Orders that Defendants have violated, including the facts and theories to support the violations,
4 and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
5 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, the Labor and
6 Workforce Development Agency has not indicated that it intends to investigate the violations
7 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
8 for herself and other Aggrieved Employees pursuant to Labor Code § 2699.

9 131. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
11 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
12 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, individually, and on behalf of other members of the general public similarly
15 situated, requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
18 public similarly situated, prays for relief and judgment against Defendants, jointly and
19 severally, as follows:

20 **Class Certification**

- 21 1. That this action be certified as a class action;
22 2. That Plaintiff be appointed as the representative of the Class;
23 3. That counsel for Plaintiff be appointed as Class Counsel; and
24 4. That Defendants provide to Class Counsel immediately the names and most
25 current/last known contact information (address, e-mail and telephone numbers) of all class
26 members.

27 **As to the First Cause of Action**

- 28 5. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
2 all overtime wages due to Plaintiff and the other class members;

3 6. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

5 7. For pre-judgment interest on any unpaid overtime compensation commencing
6 from the date such amounts were due;

7 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Labor Code section 1194; and

9 9. For such other and further relief as the Court may deem just and proper.

10 **As to the Second Cause of Action**

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
13 provide all meal periods (including second meal periods) to Plaintiff and the other class
14 members;

15 11. That the Court make an award to Plaintiff and the other class members of one
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
17 period was not provided;

18 12. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 13. For premium wages pursuant to California Labor Code section 226.7(c);

21 14. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due;

23 15. For reasonable attorneys' fees and costs of suit incurred herein; and

24 16. For such other and further relief as the Court may deem just and proper.

25 **As to the Third Cause of Action**

26 17. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
28 rest periods to Plaintiff and the other class members;

1 18. That the Court make an award to Plaintiff and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
3 period was not provided;

4 19. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 20. For premium wages pursuant to California Labor Code section 226.7(c);

7 21. For pre-judgment interest on any unpaid wages from the date such amounts
8 were due; and

9 22. For such other and further relief as the Court may deem just and proper.

10 **As to the Fourth Cause of Action**

11 23. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
13 Plaintiff and the other class members;

14 24. For general unpaid wages and such general and special damages as may be
15 appropriate;

16 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
17 for Plaintiff and the other class members in the amount as may be established according to
18 proof at trial;

19 26. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due;

21 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);

23 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 29. For such other and further relief as the Court may deem just and proper.

25 **As to the Fifth Cause of Action**

26 30. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
28 time of termination of the employment of Plaintiff and the other class members no longer

employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

For such other and further relief as the Court may deem just and proper.

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As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

44. For actual, consequential and incidental losses and damages, according to proof;

45. For statutory penalties pursuant to California Labor Code section 1174.5; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

48. For actual, consequential and incidental losses and damages, according to proof;

49. For the imposition of civil penalties and/or statutory penalties;

50. For reasonable attorneys' fees and costs of suit incurred herein; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

53. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;
For the appointment of a receiver to receive, manage and distribute any and all funds disgorged

1 from Defendants and determined to have been wrongfully acquired by Defendants as a result
2 of violation of California Business and Professions Code sections 17200, et seq.;

3 54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Code of Civil Procedure section 1021.5;

5 55. For injunctive relief to ensure compliance with this section, pursuant to
6 California Business and Professions Code sections 17200, et seq.; and

7 56. For such other and further relief as the Court may deem just and proper.

8 **As to the Eleventh Cause of Action**

9 57. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
10 Code;

11 58. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
12 558, 210, 226, 226.3, 1174.5 and 1197.1, and all other penalties allowed by the California Labor
13 Code and/or other applicable statutes; and

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

15
16 Dated: January 30, 2025

PARKER & MINNE, LLP

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18 By: _____



19 S. Emi Minne
20 Attorneys for Plaintiff
21 ALICIA FRANCIS
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