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13 GABRIELA LOPEZ VILLANUEVA,
14 individually, and on behalf of all others
15 similarly situated

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES

18 GABRIELA LOPEZ VILLANUEVA, an
19 individual, on behalf of herself and all others
20 similarly situated,

21 Plaintiff,

22 vs.

23 STIIIZY INC., a Delaware corporation; STIIIZY
24 IP LLC, a California limited liability company;
25 STIIIZY BELL GARDENS LLC, a California
26 limited liability company; STIIIZY COVINA
27 LLC, a California limited liability company;
28 STIIIZY CUDAHY LLC, a California limited
liability company; STIIIZY DEVELOPMENT
LLC, a California limited liability company;
STIIIZY FONTANA LLC, a California limited
liability company; STIIIZY JD LLC, a California
limited liability company; STIIIZY MANTECA
LLC, a California limited liability company;
STIIIZY PETALUMA LLC, a California limited
liability company; STIIIZY RIVERSIDE LLC, a
California limited liability company; STIIIZY
SANTEE LLC, a California limited liability
company; TONY HUANG, an individual;
JAMES KIM, an individual; S.P.I. 60, a business
entity of unknown form; STAFFING
PERSONNEL INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

CLASS ACTION

[DRAFT] COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff GABRIELA LOPEZ VILLANUEVA (“PLAINTIFF”), an individual, demanding
2 a jury trial, on behalf of herself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and Defendants STIIIZY INC., a Delaware
6 corporation; STIIIZY IP LLC, a California limited liability company; STIIIZY BELL GARDENS
7 LLC, a California limited liability company; STIIIZY COVINA LLC, a California limited liability
8 company; STIIIZY CUDAHY LLC, a California limited liability company; STIIIZY
9 DEVELOPMENT LLC, a California limited liability company; STIIIZY FONTANA LLC, a
10 California limited liability company; STIIIZY JD LLC, a California limited liability company;
11 STIIIZY MANTECA LLC, a California limited liability company; STIIIZY PETALUMA LLC, a
12 California limited liability company; STIIIZY RIVERSIDE LLC, a California limited liability
13 company; STIIIZY SANTEE LLC, a California limited liability company; TONY HUANG, an
14 individual; JAMES KIM, an individual; S.P.I. 60, a business entity of unknown form; STAFFING
15 PERSONNEL INC., a California corporation; and DOES 1 through 50 (collectively,
16 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in
17 California. Further, no federal question is at issue because the claims are based solely on California
18 law.

19 2. Venue is proper in this judicial district and the County of Los Angeles, California
20 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
21 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
22 business in the County of Los Angeles, and DEFENDANTS’ illegal payroll policies and practices
23 which are the subject of this action were applied, at least in part, to PLAINTIFF, and other
24 persons similarly situated, in the County of Los Angeles.

25 **PLAINTIFF**

26 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
27 of DEFENDANTS during the relevant time period.

28 4. PLAINTIFF, on behalf of herself and all other similarly situated current and

1 former non-exempt employees of DEFENDANTS in the State of California at any time during
2 the four years preceding the filing of this action, and continuing while this action is pending,
3 brings this class action to recover, among other things, wages and penalties from unpaid wages
4 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
5 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
6 due to discharged and quitting employees, failure to indemnify employees for necessary
7 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
8 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
9 and expenses.

10 5. PLAINTIFF brings this action on behalf of herself and the following similarly
11 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
12 employees of DEFENDANTS in the State of California at any time within the period
13 beginning four (4) years prior to the filing of this action and ending at the time this action
14 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to
15 name additional class representatives.

16 **DEFENDANTS**

17 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
18 STIIIZY INC., a Delaware corporation, is, and at all times relevant hereto was, a Delaware
19 corporation. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
20 STIIIZY INC., a Delaware corporation, is authorized to conduct business in the State of
21 California, and does conduct business in the State of California. Specifically, Defendant STIIIZY
22 INC., a Delaware corporation, maintains offices and facilities and conducts business in, and
23 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

24 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
25 STIIIZY IP LLC, a California limited liability company, is, and at all times relevant hereto was, a
26 California limited liability company. PLAINTIFF is further informed and believes, and thereon
27 alleges, that Defendant STIIIZY IP LLC, a California limited liability company, is authorized to
28 conduct business in the State of California, and does conduct business in the State of California.

1 Specifically, Defendant STIIIZY IP LLC, a California limited liability company, maintains offices
2 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the
3 County of Los Angeles, State of California.

4 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
5 STIIIZY BELL GARDENS LLC, a California limited liability company, is, and at all times
6 relevant hereto was, a California limited liability company. PLAINTIFF is further informed and
7 believes, and thereon alleges, that Defendant STIIIZY BELL GARDENS LLC, a California
8 limited liability company, is authorized to conduct business in the State of California, and does
9 conduct business in the State of California. Specifically, Defendant STIIIZY BELL GARDENS
10 LLC, a California limited liability company, maintains offices and facilities and conducts
11 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
12 State of California.

13 9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
14 STIIIZY COVINA LLC, a California limited liability company, is, and at all times relevant hereto
15 was, a California limited liability company. PLAINTIFF is further informed and believes, and
16 thereon alleges, that Defendant STIIIZY COVINA LLC, a California limited liability company, is
17 authorized to conduct business in the State of California, and does conduct business in the State
18 of California. Specifically, Defendant STIIIZY COVINA LLC, a California limited liability
19 company, maintains offices and facilities and conducts business in, and engages in illegal payroll
20 practices or policies in, the County of Los Angeles, State of California.

21 10. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
22 STIIIZY CUDAHY LLC, a California limited liability company, is, and at all times relevant
23 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
24 and thereon alleges, that Defendant STIIIZY CUDAHY LLC, a California limited liability
25 company, is authorized to conduct business in the State of California, and does conduct business
26 in the State of California. Specifically, Defendant STIIIZY CUDAHY LLC, a California limited
27 liability company, maintains offices and facilities and conducts business in, and engages in illegal
28 payroll practices or policies in, the County of Los Angeles, State of California.

1 11. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
2 STIIIZY DEVELOPMENT LLC, a California limited liability company, is, and at all times
3 relevant hereto was, a California limited liability company. PLAINTIFF is further informed and
4 believes, and thereon alleges, that Defendant STIIIZY DEVELOPMENT LLC, a California
5 limited liability company, is authorized to conduct business in the State of California, and does
6 conduct business in the State of California. Specifically, Defendant STIIIZY DEVELOPMENT
7 LLC, a California limited liability company, maintains offices and facilities and conducts
8 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
9 State of California.

10 12. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
11 STIIIZY FONTANA LLC, a California limited liability company, is, and at all times relevant
12 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
13 and thereon alleges, that Defendant STIIIZY FONTANA LLC, a California limited liability
14 company, is authorized to conduct business in the State of California, and does conduct business
15 in the State of California. Specifically, Defendant STIIIZY FONTANA LLC, a California limited
16 liability company, maintains offices and facilities and conducts business in, and engages in illegal
17 payroll practices or policies in, the County of Los Angeles, State of California.

18 13. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
19 STIIIZY JD LLC, a California limited liability company, is, and at all times relevant hereto was, a
20 California limited liability company. PLAINTIFF is further informed and believes, and thereon
21 alleges, that Defendant STIIIZY JD LLC, a California limited liability company, is authorized to
22 conduct business in the State of California, and does conduct business in the State of California.
23 Specifically, Defendant STIIIZY JD LLC, a California limited liability company, maintains
24 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
25 in, the County of Los Angeles, State of California.

26 14. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
27 STIIIZY MANTECA LLC, a California limited liability company, is, and at all times relevant
28 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,

1 and thereon alleges, that Defendant STIIIZY MANTECA LLC, a California limited liability
2 company, is authorized to conduct business in the State of California, and does conduct business
3 in the State of California. Specifically, Defendant STIIIZY MANTECA LLC, a California limited
4 liability company, maintains offices and facilities and conducts business in, and engages in illegal
5 payroll practices or policies in, the County of Los Angeles, State of California.

6 15. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
7 STIIIZY PETALUMA LLC, a California limited liability company, is, and at all times relevant
8 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
9 and thereon alleges, that Defendant STIIIZY PETALUMA LLC, a California limited liability
10 company, is authorized to conduct business in the State of California, and does conduct business
11 in the State of California. Specifically, Defendant STIIIZY PETALUMA LLC, a California
12 limited liability company, maintains offices and facilities and conducts business in, and engages
13 in illegal payroll practices or policies in, the County of Los Angeles, State of California.

14 16. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
15 STIIIZY RIVERSIDE LLC, a California limited liability company, is, and at all times relevant
16 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
17 and thereon alleges, that Defendant STIIIZY RIVERSIDE LLC, a California limited liability
18 company, is authorized to conduct business in the State of California, and does conduct business
19 in the State of California. Specifically, Defendant STIIIZY RIVERSIDE LLC, a California limited
20 liability company, maintains offices and facilities and conducts business in, and engages in illegal
21 payroll practices or policies in, the County of Los Angeles, State of California.

22 17. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
23 STIIIZY SANTEE LLC, a California limited liability company, is, and at all times relevant hereto
24 was, a California limited liability company. PLAINTIFF is further informed and believes, and
25 thereon alleges, that Defendant STIIIZY SANTEE LLC, a California limited liability company, is
26 authorized to conduct business in the State of California, and does conduct business in the State
27 of California. Specifically, Defendant STIIIZY SANTEE LLC, a California limited liability
28 company, maintains offices and facilities and conducts business in, and engages in illegal payroll

1 practices or policies in, the County of Los Angeles, State of California.

2 18. PLAINTIFF is informed and believes, and thereon alleges, that Defendant TONY
3 HUANG is, and at times relevant hereto was, a resident of the State of California. PLAINTIFF is
4 further informed and believes, and thereon alleges, that Defendant TONY HUANG is, and at
5 times relevant hereto was, the alter ego, division, affiliate, integrated enterprise, joint employer,
6 subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint
7 venturer, guarantor, actual or ostensible of DEFENDANTS. On information and belief,
8 Defendant TONY HUANG directly or indirectly employed or exercised control over the wages,
9 hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and Defendant TONY
10 HUANG caused the wage and hour violations alleged herein, including but not limited to
11 violations of the California Labor Code, the California Business and Professions Code, and the
12 applicable Industrial Welfare Commission (“IWC”) wage order.

13 19. PLAINTIFF is informed and believes, and thereon alleges, that Defendant JAMES
14 KIM is, and at times relevant hereto was, a resident of the State of California. PLAINTIFF is
15 further informed and believes, and thereon alleges, that Defendant JAMES KIM is, and at times
16 relevant hereto was, the alter ego, division, affiliate, integrated enterprise, joint employer,
17 subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner, joint
18 venturer, guarantor, actual or ostensible of DEFENDANTS. On information and belief,
19 Defendant JAMES KIM directly or indirectly employed or exercised control over the wages,
20 hours, and working conditions of PLAINTIFF and CLASS MEMBERS, and Defendant JAMES
21 KIM caused the wage and hour violations alleged herein, including but not limited to violations
22 of the California Labor Code, the California Business and Professions Code, and the applicable
23 IWC wage order.

24 20. PLAINTIFF is informed and believes, and thereon alleges, that Defendant S.P.I.
25 60, a business entity of unknown form, is, and at all times relevant hereto was, a business entity
26 of unknown form. PLAINTIFF is further informed and believes, and thereon alleges, that
27 Defendant S.P.I. 60, a business entity of unknown form, is authorized to conduct business in the
28 State of California, and does conduct business in the State of California. Specifically, Defendant

1 S.P.I. 60, a business entity of unknown form, maintains offices and facilities and conducts
2 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,
3 State of California.

4 21. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
5 STAFFING PERSONNEL INC., a California corporation, is, and at all times relevant hereto was,
6 a California corporation. PLAINTIFF is further informed and believes, and thereon alleges, that
7 Defendant STAFFING PERSONNEL INC., a California corporation, is authorized to conduct
8 business in the State of California, and does conduct business in the State of California.
9 Specifically, Defendant STAFFING PERSONNEL INC., a California corporation, maintains
10 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
11 in, the County of Los Angeles, State of California.

12 22. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
14 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
15 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
16 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
18 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
19 when ascertained.

20 23. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
22 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
23 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
24 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
25 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
26 Defendant, and each was the alter ego of the other.

27 24. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
28 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly

1 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
2 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
3 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
4 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
5 failing to properly maintain records; failing to provide accurate itemized statements for each pay
6 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
7 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
8 violation of the California Labor Code and the applicable IWC Orders.

9 25. PLAINTIFF is informed and believes, and thereon allege, that each and every one
10 of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
12 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
13 and scope of said agency, employment and/or direction and control.

14 26. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
15 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
16 provision regulating minimum wages or hours and days of work in any order of the Industrial
17 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

18 27. As a direct and proximate result of the unlawful actions of DEFENDANTS,
19 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
20 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
21 Court.

22 **CLIENT EMPLOYER-LABOR CONTRACTOR ALLEGATIONS**

23 28. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
24 material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
25 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
26 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA
27 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
28 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,

1 and/or DOES 1 through 50, were and remain business entities that obtain(ed) or are/were
2 provided workers to perform labor within their “usual course of business”—i.e., the regular and
3 customary work of a business, performed within or upon the premises or worksite of Defendant
4 STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL GARDENS LLC,
5 Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC, Defendant STIIIZY
6 DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant STIIIZY JD LLC,
7 Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC, Defendant STIIIZY
8 RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1 through 50—from a “labor
9 contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all times material to this
10 complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant STIIIZY BELL
11 GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY CUDAHY LLC,
12 Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA LLC, Defendant
13 STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY PETALUMA LLC,
14 Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC, and/or DOES 1
15 through 50 were and remain “client employers” as statutorily defined in California Labor Code §
16 2810.3(a)(1)(A).

17 29. PLAINTIFF is informed and believes, and thereon alleges that, at all times
18 material to this complaint, Defendant S.P.I. 60, Defendant STAFFING PERSONNEL INC.,
19 and/or DOES 1 through 50, were and remain individuals or entities that supply, either with or
20 without a contract, a client employer with workers to perform labor within the client employers’
21 usual course of business. As such, at all times material to this complaint, Defendant S.P.I. 60,
22 Defendant STAFFING PERSONNEL INC., and/or DOES 1 through 50 were and remain “labor
23 contractors” as that term is statutorily defined in California Labor Code § 2810.3(a)(3).

24 30. PLAINTIFF is informed and believes, and thereon alleges that, at all times
25 material to this complaint, PLAINTIFF and CLASS MEMBERS were not exempt from the
26 payment of an overtime rate of compensation for executive, administrative, and professional
27 employees pursuant to wage orders by the IWC as described in Labor Code § 515.

28 31. PLAINTIFF is informed and believes, and thereon alleges, that, at all times

1 material to this complaint, STIIZY INC., Defendant STIIZY IP LLC, Defendant STIIZY BELL
2 GARDENS LLC, Defendant STIIZY COVINA LLC, Defendant STIIZY CUDAHY LLC,
3 Defendant STIIZY DEVELOPMENT LLC, Defendant STIIZY FONTANA LLC, Defendant
4 STIIZY JD LLC, Defendant STIIZY MANTECA LLC, Defendant STIIZY PETALUMA LLC,
5 Defendant STIIZY RIVERSIDE LLC, Defendant STIIZY SANTEE LLC, and/or DOES 1
6 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all
7 times material to this complaint, Defendant STIIZY INC., Defendant STIIZY IP LLC, Defendant
8 STIIZY BELL GARDENS LLC, Defendant STIIZY COVINA LLC, Defendant STIIZY
9 CUDAHY LLC, Defendant STIIZY DEVELOPMENT LLC, Defendant STIIZY FONTANA
10 LLC, Defendant STIIZY JD LLC, Defendant STIIZY MANTECA LLC, Defendant STIIZY
11 PETALUMA LLC, Defendant STIIZY RIVERSIDE LLC, Defendant STIIZY SANTEE LLC,
12 and/or DOES 1 through 50 were and remain business entities with a workforce of greater than
13 twenty-five (25) workers, including those hired directly by the client employer and those obtained
14 from, or provided by, any labor contractor.

15 32. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
16 material to this complaint, STIIZY INC., Defendant STIIZY IP LLC, Defendant STIIZY BELL
17 GARDENS LLC, Defendant STIIZY COVINA LLC, Defendant STIIZY CUDAHY LLC,
18 Defendant STIIZY DEVELOPMENT LLC, Defendant STIIZY FONTANA LLC, Defendant
19 STIIZY JD LLC, Defendant STIIZY MANTECA LLC, Defendant STIIZY PETALUMA LLC,
20 Defendant STIIZY RIVERSIDE LLC, Defendant STIIZY SANTEE LLC, and/or DOES 1
21 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3). As such, at all
22 times material to this complaint, Defendant STIIZY INC., Defendant STIIZY IP LLC, Defendant
23 STIIZY BELL GARDENS LLC, Defendant STIIZY COVINA LLC, Defendant STIIZY
24 CUDAHY LLC, Defendant STIIZY DEVELOPMENT LLC, Defendant STIIZY FONTANA
25 LLC, Defendant STIIZY JD LLC, Defendant STIIZY MANTECA LLC, Defendant STIIZY
26 PETALUMA LLC, Defendant STIIZY RIVERSIDE LLC, Defendant STIIZY SANTEE LLC,
27 and/or DOES 1 through 50 were and remain business entities with more than five (5) workers
28 supplied by a labor contractor or labor contractors to the client employer at any given time.

1 33. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
2 material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP LLC, Defendant
3 STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant STIIIZY
4 CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY FONTANA
5 LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant STIIIZY
6 PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE LLC,
7 and/or DOES 1 through 50—from a “labor contractor,” as defined in Labor Code § 2810.3(a)(3).
8 As such, at all times material to this complaint, Defendant STIIIZY INC., Defendant STIIIZY IP
9 LLC, Defendant STIIIZY BELL GARDENS LLC, Defendant STIIIZY COVINA LLC, Defendant
10 STIIIZY CUDAHY LLC, Defendant STIIIZY DEVELOPMENT LLC, Defendant STIIIZY
11 FONTANA LLC, Defendant STIIIZY JD LLC, Defendant STIIIZY MANTECA LLC, Defendant
12 STIIIZY PETALUMA LLC, Defendant STIIIZY RIVERSIDE LLC, Defendant STIIIZY SANTEE
13 LLC, and/or DOES 1 through 50 were not states or the political subdivision of the states,
14 including any city, county, city and county, or special district.

15 34. PLAINTIFF is informed and believes, and thereon alleges that, at all times
16 material to this complaint, Defendant S.P.I. 60, Defendant STAFFING PERSONNEL INC.,
17 and/or DOES 1 through 50, were neither bona fide nonprofit, community-based organizations that
18 provide services to workers nor bona fide labor organizations or apprenticeship programs or
19 hiring halls operated pursuant to a collective bargaining agreement.

20 35. PLAINTIFF is informed and believes, and thereon alleges that, at all times
21 material to this complaint, Defendant S.P.I. 60, Defendant STAFFING PERSONNEL INC.,
22 and/or DOES 1 through 50, were not motion picture payroll service companies as defined in
23 subparagraph (A) of paragraph (4) of subdivision (f) of Section 679 of the Unemployment
24 Insurance Code.

25 36. PLAINTIFF is informed and believes, and thereon alleges that, at all times
26 material to this complaint, Defendant S.P.I. 60, Defendant STAFFING PERSONNEL INC.,
27 and/or DOES 1 through 50, were not third parties who were parties to an employee leasing
28 arrangement, as defined by Rule 4 of Section V of the California Workers Compensation

1 Experience Rating Plan-1995 (Section 2353.1 of Title 10 of the California Code of Regulations),
2 as it read on January 1, 2014.

3 37. Pursuant to Labor Code §2810.3(d), PLAINTIFF gave written notice to
4 DEFENDANTS by certified mail, postmarked November 6, 2024, of violations under Labor
5 Code § 2810.3(b). Therefore, because PLAINTIFF provided notice to DEFENDANTS of
6 violations under Labor Code § 2810.3(b) at least 30 days prior to filing a civil action against the
7 client employer for violations covered by Labor Code § 2810.3, PLAINTIFF has complied with
8 all of the requirements set forth in Labor Code §2810.3(d).

9 **CLASS ACTION ALLEGATIONS**

10 38. This action is appropriately suited for a Class Action because:

11 a. The potential class is a significant number. Joinder of all current and
12 former employees individually would be impractical.

13 b. This action involves common questions of law and fact to the potential
14 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
15 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
16 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
17 business practices arising from such violations.

18 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
19 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
20 IWC wage order, and the Business and Professions Code.

21 d. PLAINTIFF is able to fairly and adequately protect the interests of all
22 members of the class because it is in his best interests to prosecute the claims alleged herein to
23 obtain full compensation due to them for all services rendered and hours worked.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Required Meal Periods**

26 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

27 **(Against all DEFENDANTS)**

28 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 40. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
3 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
4 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
5 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
6 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
7 § 226.7, 512 and IWC Order No. 7-2001, § 11.

8 41. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
9 Order No. 7-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
10 not provided with a meal period, in accordance with the applicable wage order, one additional
11 hour of compensation at each employee's regular rate of pay for each workday that a meal period
12 was not provided.

13 42. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
14 1197, and IWC Wage Order No. 7-2001 by failing to compensate PLAINTIFF and CLASS
15 MEMBERS for all hours worked during their meal periods.

16 43. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Required Rest Periods**

21 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

22 **(Against all DEFENDANTS)**

23 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 45. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
26 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
27 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
28 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 7-2001, § 12.

1 46. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
2 Order No. 7-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
3 provided with a rest period, in accordance with the applicable wage order, one additional hour of
4 compensation at each employee's regular rate of pay for each workday that a rest period was not
5 provided.

6 47. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
7 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
8 earned and due, interest, penalties, expenses, and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Pay Overtime Wages**

11 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

12 **(Against all DEFENDANTS)**

13 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 49. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-
16 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
17 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
18 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
19 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
20 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
21 on the seventh consecutive day of work in any workweek.

22 50. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
23 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
24 Order No. 7-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
25 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
26 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
27 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
28 California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; requiring, permitting

1 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
2 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
3 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
4 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
5 itemized wage statements to PLAINTIFF for each pay period; requiring PLAINTIFF and other
6 aggrieved employees to wait in line for security before and after their shifts and during meal
7 periods and rest periods; and other methods to be discovered.

8 51. In violation of California law, DEFENDANTS have knowingly and willfully
9 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
10 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
11 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
12 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
13 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
14 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

15 52. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
16 1194, 1198 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to California Labor Code
17 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
18 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
19 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
20 fees, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Pay Minimum Wages**

23 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

24 **(Against all DEFENDANTS)**

25 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 allegations in the foregoing paragraphs.

27 54. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-
28 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours

1 worked in a payroll period is unlawful.

2 55. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
3 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
4 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
5 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
6 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
7 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
8 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
9 period; requiring PLAINTIFF and other aggrieved employees to wait in line for security before
10 and after their shifts and during meal periods and rest periods; and other methods to be
11 discovered.

12 56. DEFENDANTS' conduct described herein violates California Labor Code §§
13 1194, 1197, and IWC Wage Order No. 7-2001, § 4. As a proximate result of the aforementioned
14 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
15 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
16 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
17 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
18 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

21 **[Cal. Labor Code §§ 201, 202, 203]**

22 **(Against all DEFENDANTS)**

23 57. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 58. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
26 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
27 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
28 and unpaid at the time of discharge are due and payable immediately.

1 59. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
2 required to pay all accrued wages due to an employee no later than 72 hours after the employee
3 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
4 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

5 60. California Labor Code § 203 provides that if an employer willfully fails to pay, in
6 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
7 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
8 compensation to the employee at the same rate for up to 30 workdays.

9 61. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
10 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
11 California Labor Code §§ 201 and 202.

12 62. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
13 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
14 together with interest thereon, as well as other available remedies.

15 63. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
17 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
18 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
19 to California Labor Code §§ 1194 and 2699.

20 **SIXTH CAUSE OF ACTION**

21 **Failure to Furnish Accurate Itemized Wage Statements**

22 **[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

23 **(Against all DEFENDANTS)**

24 64. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the foregoing paragraphs.

26 65. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
27 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
28 writing showing each employee's gross wages earned, total hours worked, the number of piece-

1 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
2 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the
3 inclusive dates of the period for which the employee is paid, only the last four digits of the
4 employees social security number or an employee identification number other than a social
5 security number, and all applicable hourly rates in effect during each pay period and the
6 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
7 § 226 and IWC Wage Order No. 7-2001, § 7.

8 66. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
9 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
10 statements in accordance with California Labor Code § 226(a).

11 67. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
13 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
14 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
15 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
16 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
17 California Labor Code § 226(e), as well as other available remedies.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of** 20 **Duties**

21 **[Cal. Labor Code § 2802]**

22 **(Against all DEFENDANTS)**

23 68. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 69. California Labor Code § 2802(a) requires an employer to indemnify an employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of the employer.

28 70. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to

1 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
2 in direct consequence of the discharge of their duties while working under the direction of
3 DEFENDANTS, including but not limited to expenses for clear bags or backpacks, and other
4 employment-related expenses, in violation of California Labor Code § 2802.

5 71. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
8 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
9 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
10 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
11 available remedies.

12 **EIGHTH CAUSE OF ACTION**

13 **Unfair and Unlawful Business Practices**

14 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

15 **(Against all DEFENDANTS)**

16 72. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 73. Each and every one of DEFENDANTS' acts and omissions in violation of the
19 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
20 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
21 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
22 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
23 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
24 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
25 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
26 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
27 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
28 under California Business and Professions Code § 17200 et seq.

1 74. DEFENDANTS' violations of California wage and hour laws constitute a business
2 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
3 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
4 CLASS MEMBERS.

5 75. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
6 rest periods, and other benefits as required by the California Labor Code, the California Code of
7 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
8 record, report, and pay the correct sums of assessment to the state authorities under the California
9 Labor Code and other applicable regulations.

10 76. As a result of DEFENDANTS' unfair and unlawful business practices,
11 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
12 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
13 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
14 MEMBERS.

15 77. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
16 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
17 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
18 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
19 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
20 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
21 jurisdiction of this Court.

22 **NINTH CAUSE OF ACTION**

23 **Representative Action for Civil Penalties**

24 **[Cal. Labor Code §§ 2698–2699.5]**

25 **(Against All DEFENDANTS)**

26 78. PLAINTIFF incorporates herein by specific reference as though fully set forth the
27 allegations in all preceding paragraphs, with exception of the allegations in paragraph 37 and the
28 subparagraphs thereto.

79. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former non-exempt employees of DEFENDANTS during the relevant statutory period (“AGGRIEVED EMPLOYEES”) pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and AGGRIEVED EMPLOYEES were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and AGGRIEVED EMPLOYEES.

80. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1, and IWC Wage Order No. 7-2001, § 20, from DEFENDANTS in a representative action on behalf of the State of California and AGGRIEVED EMPLOYEES for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

81. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on November 6, 2024 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

82. Therefore, PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;

2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;

3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 7-2001;

4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;

6. For waiting time penalties pursuant to California Labor Code § 203;

7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

8. For interest on the unpaid wages at 7% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;

12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

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13. For such further relief that the Court may deem just and proper.

DATED:

Respectfully submitted,

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS
Attorneys for Plaintiff
GABRIELA LOPEZ VILLANUEVA,
individually, and on behalf of all others
similarly situated

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DATED:

MATERN LAW GROUP, PC

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS
Attorneys for Plaintiff
GABRIELA LOPEZ VILLANUEVA,
individually, and on behalf of all others
similarly situated