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Individually, as Representative Plaintiffs, and for the Classes

CALIFORNIA SUPERIOR COURT

IN AND FOR THE COUNTY OF SAN JOAQUIN—STOCKTON DIVISION

MELISSA DESTARAC & GRAZIELLA
SANFILIPPO, on behalf of themselves, all other
similarly situated individuals, and the public,

Plaintiffs,

vs.

PAQ, INC., a California Corporation, and DOES 1-
20, inclusive,

Defendants.

Case No.: STK-CV-OUE-2022-2981

**SECOND AMENDED CLASS ACTION &
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Violation of California's Equal Pay Act, (Labor Code § 1197.5)
2. Discrimination on the Basis of Sex, Violation of Fair Employment & Housing Act (Govt. Code § 12900, *et seq.*)
3. Failure to Pay Overtime in Violation of California Labor Code Sections 510, 558, 1194 *et seq.*, 1198 & IWC Wage No. 7-2001 (*Misclassification*)
4. Failure to Provide and/or Authorize Meal and Rest Periods / Unpaid Wages in Violation of California Labor Code Sections 226.7, 512, and 558, and IWC Wage Order No. 7-2001 (*Misclassification*)
5. Failure to Provide Accurate, Itemized Wage Statements in Violation of

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- California Labor Code Sections 226, 226.3, 1174, and IWC Wage Order No. 7-2001 (*Misclassification*)
6. Failure to Pay Wages Upon Separation; Waiting Time Penalties Under Labor Code Sections 201-203
 7. Declaratory Judgement (Code of Civil Procedure § 1060, *et seq.*)
 8. Violation of Unfair Competition Law, Business & Professions Code § 17200, *et seq.*,
 9. Representative Action Under the Labor Code Private Attorneys General Act, Labor Code Section 2698, *et seq.*

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. Melissa Destarac and Graziella (“Grace”) Sanfilippo (“Plaintiffs”) bring this action for damages, penalties, and injunctive relief against Paq, Inc., and Does 1 through 20 (collectively “Defendants” of “Paq., Inc.”). The allegations in this complaint are made on the basis of Plaintiffs’ personal knowledge and on information and belief. Allegations made on information and belief are supported by evidence or are likely to be supported by evidence obtained through discovery. This class action concerns two classes of employees who have worked in Defendants’ grocery stores: female grocery employees, represented by both Plaintiffs, and Combo Managers, represented by Plaintiff Destarac. The action also contains a representative claim brought by Destarac on behalf of the state and current and former employees of Defendants pursuant to the Private Attorneys General Act (PAGA).

Female Grocery Employees

2. Plaintiffs Destarac and Sanfilippo bring this action on behalf of themselves and a class defined as all women employed by Defendants working in its grocery stores in California (the “Female Grocery Employees class”) at any time during the period beginning four years prior to the filing of the original Complaint in this action through the date of final disposition (“Class Period”).

3. Throughout the Class Period and throughout California, Paq, Inc. has paid female employees less than male employees who perform substantially similar work, when viewed as a composite of skill, effort, and responsibility, performed under similar working conditions, in violation of the California Equal Pay Act, California Labor Code section 1197.5(a).

4. At all relevant times, Paq, Inc. has known or should have known of this pay disparity between its female and male employees, yet Paq, Inc. has taken no action to equalize men and women’s pay for substantially equal or similar work or to compensate women for prior unequal pay. Paq, Inc.’s failure to pay female employees the same wage rates paid to male employees for substantially equal or similar work has been and is willful.

5. Throughout the Class Period, Paq, Inc. has also discriminated against its California-based female employees by systematically treating them less favorably than similarly situated men in terms of promotions, compensation, and benefits, and by failing to offer open positions to women but offering said positions to similarly or lesser qualified men, and by segregating and channeling women

into lower-paying positions than men with equal or lesser qualifications, and by paying women less than similarly-qualified or similarly-situated men, and in other terms and conditions of employment. Paq, Inc.'s less favorable treatment of female employees vis-à-vis similarly situated male employees is due to sex, and Paq., Inc's conduct violates California's Fair Employment & Housing Act (FEHA), California Government Code section 12940, *et seq.*

6. As a result of Paq, Inc.'s discriminatory and unlawful pay policies and/or practices, Plaintiffs and Female Grocery Employee class members have been denied fair wages, promotions, opportunities, and other terms and conditions of employment during the Class Period and are entitled to damages, wages, interest on wages, and liquidated damages with interest. In addition, Plaintiff seeks declaratory and injunctive relief enjoining Defendants from continuing to pay women less than men for substantially similar work and from discriminating against women on the basis of sex.

Combo Managers

7. Plaintiff Destarac also brings this action on behalf of herself and a class defined as all persons employed by Defendants as “Combo Managers” working in its grocery stores in California (the “Combo Managers class” or “Combo Managers”) at any time during the period beginning four years prior to the filing of the original Complaint in this action through the date of final disposition (“Class Period”).

8. Throughout the Class Period, Defendants willfully misclassified Combo Managers as exempt from overtime pay, meal and rest breaks, and meal and rest break premiums. Defendants classified Combo Managers as exempt, however, Plaintiff Destarac and the class of Combo Managers were non-exempt employees under California's wage and hour laws and should have been classified as such and should have received overtime compensation, meal periods, rest breaks, and accurate itemized wage statements consistent with the requirements of the Labor Code and the Wage Orders.

9. As a result of Paq, Inc.'s misclassification, Plaintiffs and Combo Manager class members have been denied proper wages, premiums, breaks, and other terms and conditions of employment during the Class Period and are entitled to damages, wages, interest on wages, and liquidated damages with interest. In addition, Plaintiff seeks declaratory and injunctive relief enjoining Defendants from continuing to misclassify Combo Managers.

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1 basis, despite performing tasks that are not exempt from overtime and wage/hour laws. Plaintiff
2 Destarac is an aggrieved employee who has lost money or property and suffered injury in fact. Plaintiff
3 has complied with the administrative exhaustion requirements of FEHA by timely filing a complaint
4 with, and obtaining a right to sue from, the Department of Fair Employment & Housing (DFEH) on or
5 about March 31, 2022. On May 2, 2022, she served a PAGA Notice on Defendant via Certified Mail
6 and via online submission to the Labor and Workforce Development Agency. The LWDA did not take
7 action in response to the PAGA Notice within 65 days of its service.

8 15. Graziella "Grace" Sanfilippo is a woman formerly employed by Paq, Inc. in its grocery
9 stores in California. From approximately July 2015 to December 2021, she worked at a Food4Less
10 store in Manteca owned by Paq, Inc. For most of that time period she worked as a cashier, and on
11 information and belief, was paid less than male cashiers who performed the same job. She observed
12 that Defendants did not offer promotions to everyone, but selected certain employees – almost always
13 men – for promotions from cashier to more desirable, higher-paying jobs in the Produce Department,
14 Meat Department, Night Crew, and/or Dairy. She observed that women, including herself, were not
15 offered those opportunities despite being equally or more qualified and desiring of those opportunities.
16 In or around June, July, August, and September of 2021, Ms. Sanfilippo was, after many requests,
17 transferred to the Dairy department, but she did not receive an increase in pay from her cashier pay,
18 resulting in her being paid less than men doing substantially equal or similar work in the Dairy
19 department. In or around September 2021, she asked for a transfer to the produce department, which
20 was higher paying. She was denied the transfer. In or around December 2021, she was transferred to
21 the Rancho San Miguel Market store in Lodi, California, where she worked as a cashier and, on
22 information and belief, was paid less than male cashiers. Ms. Sanfilippo left the company in or around
23 February 2022. Plaintiff Sanfilippo is an aggrieved employee who has lost money or property and
24 suffered injury in fact. Sanfilippo has complied with the administrative exhaustion requirements of
25 PAGA by giving written notice to Defendants and the LWDA of the alleged Labor Code and Wage
26 Order violations and the facts and theories that support them. The LWDA did not take action in
27 response to the PAGA Notice within 65 days of its service.

28 16. Defendant Paq, Inc. is a corporation based in Stockton, California that owns and

1 operates Food4Less and Rancho San Miguel Market brand grocery stores in California. On information
2 and belief, Paq, Inc employs hundreds of employees in California at its grocery stores.

3 17. The true names and capacities, whether individual, corporate, associates, or otherwise
4 of Defendants sued as Does 1-20, inclusive, are currently unknown to Plaintiff, who therefore sue such
5 Defendants by fictitious names as permitted under law. Plaintiff is informed and believes that each
6 DOE Defendant is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiff will seek leave of court pursuant to Code of Civil Procedure section 474 to amend this
8 Complaint to reflect the true names and capacities of the Defendants designated as DOES when such
9 identities become known.

10 18. At all times relevant to this action, the offending conduct has been willful and in
11 reckless disregard of the rights of workers. Defendants knew or were on notice of the alleged
12 illegalities but deliberately chose to ignore them. The true names and capacities, whether individual,
13 corporate, associates, or otherwise of Defendants sued as Does 1-20, inclusive, are currently unknown
14 to plaintiff, who therefore sues such Defendants by fictitious names as permitted by law. Plaintiffs is
15 informed and believes that each Doe defendant is legally responsible in some manner for the unlawful
16 acts referred to herein. Plaintiffs will seek leave of court to amend this complaint to reflect the true
17 names and capacities of the Defendants designated as Does when such identities become known.

18 IV. FACTUAL ALLEGATIONS

19 19. At all times relevant to this action, Defendants maintained unlawful employment, labor
20 and compensation practices that affected Plaintiffs and, on information and belief, other members of
21 the classes and/or the PAGA pool.

22 *Factual Allegations Regarding Equal Pay & Gender Discrimination*

23 20. Defendants have violated and continue to violate the Labor Code by maintaining a
24 centralized policy of compensating female employees less than male counterparts who are employed in
25 the same position or who perform substantially similar work.

26 21. Defendants have known or should have known of compensation disparities between
27 female and male employees, yet Paq, Inc. has taken no action to provide equal pay to its female
28 employees. This disparity in compensation includes a disparity in benefits which are tied to

1 compensation. Defendants' failure to provide equal compensation to women occupying the same
2 position or performing substantially similar work as men has been willful.

3 22. Throughout the Class Period, Defendants have maintained practices that discriminate
4 against female employees in terms of compensation, benefits, work opportunities, promotions, job
5 positions, privileges, and other terms and conditions of employment. Female employees are treated less
6 favorably than male employees by being denied positions mostly occupied by men which are higher
7 paying, provide greater earning potential and better advancement and training opportunities, and which
8 are more desirable. Defendants intentionally refuse to hire or employ women for these positions and
9 bar or refuse to select women for programs or paths leading to these positions. Defendants' conduct
10 towards female employees is unlawful and violates FEHA.

11 23. Plaintiff is informed and believes and thereon alleges that Defendants' unlawful
12 practices which violate the Equal Pay Act and FEHA have affected dozens if not hundreds of
13 Defendants' female employees. Plaintiff therefore brings this action on behalf of similarly situated
14 female employees who have worked for Defendants within the Class Period.

15 *Factual Allegations Regarding Misclassification of Combo Managers*

16 24. Defendants employ Combo Managers, including Plaintiff Destarac throughout
17 California. Defendants classify Combo Managers as exempt from overtime and meal and rest periods.

18 25. Defendants schedule Combo Managers to regularly work more than 8 hours per day,
19 and up to 11+ hours per day. Plaintiff Destarac and other Combo Managers are not paid any overtime
20 wages for this work. Plaintiff and other Combo Managers are not offered a second meal period for
21 shifts longer than 10 hours. Plaintiff Destarac and other Combo Managers are often able to eat lunch,
22 but not within the first six hours of their long shifts. Plaintiff Destarac clocked in and out, so
23 Defendants have records of the long hours she worked. On information and belief, other Combo
24 Managers also clocked in and out, and also worked 10 or more hours on a typical day.

25 26. During a typical day as a Combo Manager, Plaintiff Destarac spends far less than 50%
26 of her time on supervisory or executive tasks. On most days, Plaintiff has to work as a cashier when the
27 store is busy, and do other tasks usually done by non-exempt staff, such as arranging shelves, putting
28 stickers on shelves, straightening the back of the store, moving pallets of food on the forklift, providing

1 customer service to customers, pulling empty cardboard off shelves, and pulling products forward to
2 face forward on shelves. Those tasks occupy more than 5 hours of a typical 10-hour day. Plaintiff
3 Destarac and the Combo Managers spend less than 50% of their time on tasks related to management
4 policies or general business operations of Defendant, or tasks that qualify them as exempt, and more
5 than 50% of their time on the kind of manual work otherwise accomplished by non-exempt hourly
6 employees, such as cleaning/organizing the store and serving as cashier.

7 27. Neither Plaintiff nor, on information and belief, Combo managers met the test to qualify
8 them as exempt under California law. Consequently, Defendants violated Plaintiff's and the Class's
9 rights to overtime, meal and rest breaks, timely pay, and itemized wage statements.

10 28. As a result of Defendants' misclassifying Plaintiff and Class members as exempt
11 employees, and the long hours Defendants forced Plaintiff and the Class to work, Defendants failed to
12 pay overtime compensation to Plaintiff and the Class for hours worked in excess of eight (8) hours per
13 workday and 40 hours per workweek. Defendants' failure to pay overtime to Plaintiff and Class
14 members was willful and knowing.

15 29. Defendants failed to provide Combo Managers with uninterrupted meal periods of at
16 least 30 minutes without duty during the first five hours of work. Further, Defendants failed to provide
17 a second meal period for shifts greater than 10 hours.

18 30. Defendants similarly failed to authorize and permit proper rest periods. Plaintiff and
19 Combo Managers were not given net 10 minute rest periods for shifts lasting more than three-and-a-
20 half (3.5) hours up to six hours, or a second, third, or fourth break available for longer shifts. Plaintiff
21 and the Class were expected to be working and responding to Defendants' orders and were thus
22 deprived of duty-free rest periods.

23 31. Defendants have not paid a single rest or meal period premium to Plaintiff or, on
24 information and belief, any Class member, as required under Labor Code 226.7 and IWC Wage Order
25 7-2001.

26 32. Upon information and belief, Plaintiff and Combo Managers have not signed valid meal
27 period and rest period waivers. Nor have they signed valid on-duty meal period agreements.
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1 33. Wage statements provided to Plaintiff and, on information and belief, Class Members,
2 failed to state accurately all applicable rates of pay and corresponding hours at each rate of pay, total
3 hours worked, overtime hours, rest and meal premiums, and gross and net wages earned.

4 34. As a result of Defendants knowingly misclassifying Class members as exempt
5 employees, Defendants have willfully and knowingly failed to pay Plaintiff and Class members timely
6 in violation of Labor Code sections 204, 204b. Similarly, Defendants have failed to pay all wages
7 owed to Class Members timely upon the cessation of employment, in violation of Labor Code sections
8 201-202. This includes failure to pay all accrued compensation, including overtime pay, rest and meal
9 period premiums, during the relevant period of employment, as well as all such compensation during
10 the pay period.

11 **V. CLASS ALLEGATIONS: FEMALE EMPLOYEES**

12 35. Plaintiffs Destarac and Sanfilippo bring this action as a class action under Code of Civil
13 Procedure section 382 on behalf of the following Class:

14 Female Grocery Employees: All female employees employed by Defendants at grocery stores
15 in California at any time during the period commencing four years prior to the filing of the
16 initial complaint in this action through the date of this action's final disposition.

17 36. Reservations of Rights: Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right
18 to amend or modify the class definitions with greater specificity, by further division into subclasses,
19 and/or by limitation to particular issues.

20 37. Numerosity: The Proposed Classes are so numerous that joinder of all members is
21 impracticable. Plaintiffs are informed and believe, and on that basis allege, that during the relevant
22 time period, Defendants have employed hundreds of women at their grocery stores in Northern
23 California, the Central Valley, and the Central Coast. The Class Members are so numerous that joinder
24 of all Class Members is impracticable. The individuals and the identity of such membership is readily
25 ascertainable by inspection of Defendants' employment records.

26 38. Typicality: Plaintiffs' claims are typical of Class Members' claims. Each Plaintiff has
27 been denied equal pay as compared to men employed in the same position as Plaintiff and/or for work
28 that is substantially similar to work performed by male employees. Plaintiffs have been discriminated

1 against on account of her sex in terms of compensation, benefits, opportunities, and other terms and
2 conditions of employment. Their claims are typical of claims of the Class Members.

3 39. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of each class
4 member, with whom they have a well-defined community of interest and typicality of claims, as
5 demonstrated herein. Plaintiffs have no interest that is antagonistic to the other Class Members.
6 Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action
7 discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this
8 action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of each class member. Plaintiffs
10 have retained competent counsel experienced in wage and hour class action litigation.

11 40. **Predominant Common Questions:** Common questions of law and fact exist to all
12 members of the Proposed Class and predominate over any questions solely affecting individual
13 members of the Proposed Class.

14 41. Common questions of fact and law include, but are not limited to:

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- 16 a. Whether Defendants have a systemic policy or practice of compensating female
17 employees less than men employed in the same position or who perform
18 substantially equal or similar work;
- 19 b. Whether Defendants have a systemic policy or practice of utilizing prior pay to
20 determine compensation given to grocery store employees, and whether this
21 policy or practice has an adverse effect on women in terms of compensation or
22 other terms and conditions of employment; Whether Defendants' policy or
23 practice of compensating women less than men violates the Equal Pay Act,
24 Labor Code 1197.5;
- 25 c. Whether Defendants' practice or policy of compensating women less than men
26 was willful;
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- d. Whether Defendants have a systemic policy and/or practice of assigning and channeling women into lower paying job positions and into job positions with fewer opportunities for advancement;
- e. Whether Defendants have a systemic policy and/or practice of offering promotions, more desirable positions and/or higher-paying job positions to men as opposed to similarly-qualified, similarly-situated, or better-qualified women;
- f. Whether Defendants have a systemic policy and/or practice of providing higher pay to jobs more commonly done by men in their grocery stores;
- g. Whether Defendants' policies and/or practices violate FEHA;
- h. Whether Plaintiffs are entitled to restitution, injunctive and declaratory relief under the UCL on account of Defendants' alleged violation of the Equal Pay Act and FEHA;
- i. Whether Defendants are liable for waiting time penalties under Labor Code section 203 for failure to pay all wages owed timely upon the cessation of employment on account of Defendants' violation of the Equal Pay Act and FEHA.

42. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against corporate defendants. A class action is superior to other available means for fair and efficient adjudication of class members' claims and offers significant benefits to the parties and the court. A class action will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. The individual monetary amounts due to many class members may not be large enough on their own for individual class members to obtain legal representation and relief. Moreover, a class action will serve important public interests by enabling the non-waivable statutory rights of class members to be effectively asserted, and fundamental public policies to be vindicated, in one proceeding. A class action will also provide a means for vindicating

1 the rights of individuals currently employed by Defendants who are less likely to come forward to
2 assert their rights based on fears of reprisal. Finally, a class action will prevent the potential for
3 inconsistent or contradictory judgments inherent in individual litigation and address the problems
4 inherent in random and fragmentary enforcement.

5 43. Plaintiffs intend to send notice to all members of the Class to the extent required by
6 Labor Code section 382. The names and addresses of the Class are available from Defendants.

7 **VI. CLASS ALLEGATIONS: COMBO MANAGERS**

8 44. Plaintiff Destarac also brings this action as a class action under Code of Civil Procedure
9 section 382 on behalf of the following Class:

10 Combo Manager Class: All persons employed by Defendants in California as grocery store
11 Combo Managers, and any other employee performing the same or similar duties, whom
12 Defendants classified as exempt at any time during the period commencing four years prior to
the filing of this action through the date of its final disposition.

13 45. Reservations of Rights: Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right
14 to amend or modify the class definitions with greater specificity, by further division into subclasses,
15 and/or by limitation to particular issues.

16 46. Numerosity: The Proposed Class is so numerous that joinder of all members is
17 impracticable. Plaintiffs are informed and believe, and on that basis allege, that during the relevant
18 time period, Defendants have employed dozens of Combo Managers at their grocery stores in Northern
19 California, the Central Valley, and the Central Coast. The Class Members are so numerous that joinder
20 of all Class Members is impracticable. The individuals and the identity of such membership is readily
21 ascertainable by inspection of Defendants' employment records.

22 47. Typicality: Plaintiff Destarac's claims are typical of Combo Manager Class Members'
23 claims. Plaintiff, like other Combo Managers, was subjected to Defendants' common, unlawful policy
24 of classifying Combo Managers as exempt. Plaintiff, like other Combo Managers, was classified by
25 Defendants as exempt from overtime, meal breaks, and rest breaks, and held the job title of Combo
26 Manager and did the same or similar duties as other Combo Managers. Defendants' common course of
27 unlawful conduct has caused Plaintiff and the Combo Manager Class the same or similar injuries and
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1 damages caused by the same practices of Defendants. Her claims are typical of claims of the Class
2 Members.

3 48. **Adequacy:** Plaintiff Destarac will fairly and adequately protect the interests of each
4 class member, with whom she has a well-defined community of interest and typicality of claims, as
5 demonstrated herein. Plaintiffs have no interest that is antagonistic to the other Class Members.
6 Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action
7 discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this
8 action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of each class member. Plaintiffs
10 have retained competent counsel experienced in wage and hour class action litigation.

11 49. **Predominant Common Questions:** Common questions of law and fact exist to all
12 members of the Proposed Class and predominate over any questions solely affecting individual
13 members of the Proposed Class.

14 50. Common questions of fact and law include, but are not limited to:

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- 16 a. Whether Defendants have a policy or practice of classifying Combo Managers
17 as exempt from California's overtime pay and other wage and hour
18 requirements;
- 19 b. Whether Defendants have employed Combo Managers in a position subject to,
20 and not exempt from, California's overtime pay and other wage and hour
21 requirements;
- 22 c. Whether Defendants failed to authorize and permit Plaintiff and Combo
23 Managers adequate off-duty meal periods and compensation for missed meal
24 periods in violation of Labor Code sections 226.7 and 512 and IWC Wage Order
25 7-2001
- 26 d. Whether Defendants failure to authorize and permit Combo Managers adequate
27 off-duty meal periods and compensation constitutes an unlawful, unfair, and/or
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1 fraudulent business practice under Business & Professions Code section 17200
2 *et seq.*

- 3 e. Whether Defendants unlawfully failed to authorize and permit timely rest breaks
4 to Plaintiff and Combo Managers and pay premiums when such breaks were
5 missed in violation of Labor Code section 226.7 and IWC Wage Order 7-2001.
- 6 f. Whether Defendants' failure to authorize and permit Combo Managers adequate
7 rest periods constitutes an unlawful, unfair, and/or fraudulent business practice
8 under Business & Professions Code section 17200 *et seq.*
- 9 g. Whether Defendants failed to pay Combo Managers overtime wages for hours
10 worked in excess of 40 in a workweek and/or eight in a workday, in violation of
11 IWC Wage Order 7-2001 and Labor Code sections 510 and 1194;
- 12 h. Whether Defendants' failure to pay overtime compensation to Combo Managers
13 constitutes an unlawful, unfair, and/or fraudulent business practice under
14 Business & Professions Code section 17200 *et seq.*;
- 15 i. Whether Defendants failed to provide Combo Managers with itemized
16 statements accurately showing gross and net wages earned, all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate, and total hours worked, in violation of Labor Code
19 section 226 and IWC Wage Order 7-200;
- 20 j. Whether Defendants' failure to timely pay all compensation owed to Combo
21 Managers violated Labor Code section 204 and constituted an unlawful, unfair,
22 and/or fraudulent business practice under Business & Professions Code section
23 17200 *et seq.*;
- 24 k. Whether Defendants' failure to pay all compensation owed to Combo Managers
25 timely upon separation from employment constituted an unlawful, unfair, and/or
26 fraudulent business practice under Business & Professions Code section 17200
27 *et seq.*; and
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- 1 1. Whether Defendants have violated Labor Code sections 201-203 by failing,
2 upon Combo Managers' cessation of employment, to timely pay wages that
3 were due for overtime and rest and meal period premiums.

4 51. **Superiority:** A class action is superior to other available methods for the fair and
5 efficient adjudication of the controversy, particularly in the context of wage and hour litigation where
6 individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against
7 corporate defendants. A class action is superior to other available means for fair and efficient
8 adjudication of class members' claims and offers significant benefits to the parties and the court. A
9 class action will allow a number of similarly situated persons to simultaneously and efficiently
10 prosecute their common claims in a single forum without the unnecessary duplication of effort and
11 expense that numerous individual actions would entail. The individual monetary amounts due to many
12 class members may not be large enough on their own for individual class members to obtain legal
13 representation and relief. Moreover, a class action will serve important public interests by enabling the
14 non-waivable statutory rights of class members to be effectively asserted, and fundamental public
15 policies to be vindicated, in one proceeding. A class action will also provide a means for vindicating
16 the rights of individuals currently employed by Defendants who are less likely to come forward to
17 assert their rights based on fears of reprisal. Finally, a class action will prevent the potential for
18 inconsistent or contradictory judgments inherent in individual litigation and address the problems
19 inherent in random and fragmentary enforcement.

20 52. Plaintiffs intend to send notice to all members of the Class to the extent required by
21 Labor Code section 382. The names and addresses of the Class are available from Defendants.

22 **VII. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Violation of California Equal Pay Act**

25 **(California Labor Code sections 1197.5 and 1194.5)**

26 **Plaintiffs Destarac and Sanfilippo on Behalf of Themselves and the Female Grocery Employee 27 Class Against all Defendants**

28 53. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

54. Paq, Inc. has violated California Labor Code section 1197.5 by paying its female

1 employees less than what Paq, Inc. pays to male employees for substantially similar work, when
2 viewed as a composite of skill, effort, and responsibility, and performed under similar working
3 conditions during the Class Period.

4 55. Paq, Inc. willfully violated California Labor Code section 1197.5 by intentionally,
5 knowingly, and deliberately paying women less than men for substantially equal or similar work
6 throughout the Class Period.

7 56. As a result of Defendants' willful conduct, which violates the Equal Pay Act, Plaintiffs
8 and Class Members have suffered and will continue to suffer harm, including but not limited to lost
9 earnings, lost benefits, and other financial loss, as well as non-economic damages.

10 57. Plaintiffs and Class Members are therefore entitled to all legal and equitable remedies
11 available under law, including wages, interest, and liquidated damages, as well as attorney's fees and
12 costs pursuant to Labor Code section 1197.5.

13 **SECOND CAUSE OF ACTION**

14 **Sex Discrimination, in Violation of the Fair Employment & Housing Act
(California Government Code section 12900, *et seq.*)**

15 **Plaintiffs Destarac and Sanfilippo on Behalf of Themselves and the Female Grocery
16 Employees Class Against all Defendants**

17 58. Plaintiff re-alleges and incorporates the above allegations as if fully stated herein.

18 59. Under California Government Code section 12940(a), it is unlawful for an employer to
19 refuse to hire or employ, to discharge or to terminate, to bar or refuse to select an employee from a
20 training program leading to employment; or to discriminate against the person in compensation or in
21 terms, conditions, or privileges of employment because of the employee's sex or gender.

22 60. Paq, Inc. has violated Section 12940 of the FEHA and unlawfully discriminated against
23 female employees by treating them less favorably than similarly situated men in terms of
24 compensation, promotions, job positions, benefits, privileges, and other terms and conditions of
25 employment. Defendants have denied and continue to deny female employees certain job positions that
26 are mostly occupied by men, and which provide greater compensation, benefits, and opportunities for
27 growth and future earning potential. Defendants segregate and channel women into lower-paying job
28 roles with less opportunities for training and advancement, while channeling similarly-qualified,

1 similarly-situated, or lesser-qualified men into higher-paying job roles and job roles with more
2 opportunities for training and advancement. Defendants refuse to hire or employ women and refuse to
3 select women for programs or paths leading to higher-paying positions and positions with greater
4 opportunities for advancement, or bar women from those programs or paths that lead to those
5 positions.

6 61. As a result of Defendants' discriminatory conduct, which violates the FEHA, Plaintiffs
7 and Class Members have suffered and will continue to suffer harm, including but not limited to lost
8 earning, lost benefits, and other financial loss, as well as non-economic damages.

9 62. Plaintiffs and Class Members are therefore entitled to all legal and equitable remedies
10 available under law, including economic and non-economic damages, as well as attorney's fees and
11 costs.

12 **THIRD CAUSE OF ACTION**

13 **Failure to Pay Overtime Compensation**

14 **(Labor Code §§ 204, 204b, 223, 510, 515, 1194, 1198; IWC Wage Order 7-2001)**

15 **On Behalf of Plaintiff Destarac and the Combo Manager Class Against All Defendants**

16 63. Plaintiff incorporates by reference in this cause of action each allegation of paragraphs
17 7-11, 24-35, and 46-55 as if fully stated herein.

18 64. By failing to pay overtime compensation to Plaintiff and Combo Managers as alleged
19 above, Defendants have violated Labor Code section 510 and IWC Wage Order 7-2001, which require
20 overtime compensation for non-exempt employees.

21 65. As a result of Defendants' unlawful acts, Plaintiff and Class members have been
22 deprived of overtime compensation in an amount to be determined at trial, and are entitled to recovery
23 of such amounts, plus interest thereon, and attorneys' fees and costs, under Labor Code section 1194.

24 66. By violating Labor Code sections 510 and 1198, Defendants are liable for civil
25 penalties and attorneys' fees and costs under Labor Code sections 558, 1194, and 2699(g)(1), and
26 Code of Civil Procedure section 1021.5.

27 **FOURTH CAUSE OF ACTION**

28 **Failure to Provide Meal Periods and Rest Breaks**

(Labor Code §§ 226.7, 512; IWC Wage Order 7-2001)

On Behalf of Plaintiff Destarac and the Combo Manager Class Against All Defendants

67. Plaintiff incorporates by reference in this cause of action each allegation of paragraphs 7-11, 24-35, and 46-55 as if fully stated herein.

68. Plaintiff and Class members regularly worked in excess of five (5) hours a day without being afforded at least a half-hour uninterrupted meal period in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512 and IWC Wage Order 7-2001.

69. Plaintiff and Class members have regularly worked in excess of ten (10) hours a day without being afforded a second half-hour uninterrupted meal period in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512 and IWC Wage Order 57-2001.

70. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code section 226.7 and IWC Wage Order 7-2001.

71. Plaintiff and Class members: regularly worked more than three and one-half (3.5) hours in a day without being authorized and permitted to take a ten (10) minute rest period in which they were relieved of all duties; regularly worked more than six (6) hours in a day without being authorized and permitted to take two (2), ten (10) minute rest periods; worked more than ten (10) hours in a day without being authorized and permitted to take three (3), ten (10) minute rest periods; and worked more than fourteen (14) hours in a day without being authorized and permitted to take four (4), ten (10) minute rest periods as required under Labor Code section 226.7 and IWC Wage Orders.

72. Because Defendants failed to afford proper rest periods, they are liable to Plaintiff and Class members for one (1) hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7(b) and IWC Wage Order 7-2001.

73. Defendants' failure to pay meal and rest period premiums was done willfully, in bad faith, in knowing violation of the Labor Code and the IWC Wage Order 7-2001.

74. By violating Labor Code sections 226.7 and 512, and IWC Wage Order 7-2001,

75. Defendants are also liable for reasonable attorneys' fees and costs for enforcing the

1 public interest underpinning the aforementioned Labor Code provisions, under section 2699(g)(1) and
2 Code of Civil Procedure section 1021.5.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Itemized Wage Statements**
5 **(Labor Code § 226)**

6 **On Behalf of Plaintiff Destarac and the Combo Manager Class Against All Defendants**

7 76. Plaintiff incorporates by reference in this cause of action each allegation of paragraphs
8 7-11, 24-35, and 46-55 as if fully stated herein.

9 77. Labor Code section 226(a) and IWC Wage Order 7-2001 require employers semi-
10 monthly or at the time of each payment of wages to furnish each California employee with a statement
11 itemizing, among other things, the total hours worked by the employee, and their rates of pay. Labor
12 Code section 226(b) provides that if an employer knowingly and intentionally fails to provide a
13 statement itemizing, among other things, the total hours worked by the employee, or rates of pay, then
14 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
15 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
16 (\$4,000).

17 78. Defendants knowingly and intentionally failed to furnish Plaintiff and Class members
18 with timely, itemized statements showing the total hours worked, gross and net wages earned, and all
19 applicable rates of pay in the pay period and corresponding hours at each rate, as required by Labor
20 Code section 226(a) and IWC Wage Order 7-2001. As a result, Defendants are liable to Plaintiff and
21 Class members for the amounts provided by Labor Code section 226(b).

22 79. Defendants violated Labor Code section 1174 and IWC Wage Order 7-2001 by
23 willfully failing to keep required payroll records showing the actual hours worked each day by
24 Plaintiff and Class members. As a direct and proximate result of Defendants' failure to maintain
25 payroll records, Plaintiff and Class members have suffered actual economic harm as they have been
26 precluded from accurately monitoring the number of hours worked and thus seeking all accrued
27 overtime pay.

28 80. Plaintiff, on behalf of themselves, and Class members, request relief for the amounts
provided by California Labor Code section 226(b).

1 81. By violating California Labor Code sections 226 and 1174 and IWC Wage Orders,
2 Defendants are also liable for reasonable attorneys' fees and costs for enforcing the public interest
3 underpinning the aforementioned Labor Code provisions, under section 2699(g)(1) and California
4 Code of Civil Procedure section 1021.5.

5
6 **SIXTH CAUSE OF ACTION**

7 **Waiting Time Penalties**

8 **(California Labor Code §§ 201-203)**

9 **Plaintiffs Destarac and Sanfilippo on Behalf of Class Members Against All Defendants**

10 82. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

11 83. Labor Code sections 201 and 202 require an employer to pay its employees all wages
12 due within the time specified by law, immediately upon termination (Labor Code section 201), and
13 within 72 hours of resignation (Labor Code section 202).

14 84. Labor Code section 203 provides that if an employer willfully fails to pay such wages,
15 the employer must continue to pay the subject employees' wages until the back wages are paid in full
16 or an action is commenced, up to a maximum of thirty days of wages.

17 85. Plaintiffs and Class Members whose employment with Defendants ended within the
18 relevant time period were not paid all wages owed timely upon the cessation of the employment
19 relationship.

20 86. As a result, Defendants are liable to Plaintiff and Class Members for waiting time
21 penalties pursuant to California Labor Code section 203.

22 **SEVENTH CAUSE OF ACTION**

23 **Declaratory Judgment (Gender Discrimination / Equal Pay Act)**

24 **(California Code of Civil Procedure section 1060, *et seq.*)**

25 **Plaintiffs Destarac and Sanfilippo on Behalf of Themselves and the Female Grocery Employees**
26 **Class Against all Defendants**

27 87. Plaintiff re-alleges and incorporates the above allegations above as if fully stated
28 herein.

 88. An actual controversy has arisen and now exists between the parties relating to the legal
rights and duties of the parties as set forth above, for which Plaintiffs desire a declaration of rights and

1 other relief available pursuant to the California Declaratory Judgment Act, California Code of Civil
2 Procedure section 1060, *et seq.*

3 89. A declaratory judgment is necessary and proper in that Plaintiffs contend that
4 Paq, Inc. has committed and continues to commit the violations set forth above and, on information
5 and belief, Defendants will deny that they have done so and/or will continue to commit such acts.

6
7
8 **EIGHTH CAUSE OF ACTION**
9 **Violation of Unfair Competition Law**
10 **(California Business & Professions Code sections 17200, *et seq.*)**
11 **Plaintiffs Destarac and Sanfilippo on Behalf of Class Members Against All Defendants**

12 90. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

13 91. Business and Professions Code section 17200 defines “unfair competition” to include
14 any unlawful business practice.

15 92. California Business and Professions Code § 17203 allows a person who has lost money
16 or property as a result of unfair competition to bring an action to recover money or property that may
17 have been acquired from similarly situated persons by means of unfair competition..

18 93. Paq, Inc.’s policies or practices of paying female employees less than male employees
19 for substantially equal or similar work performed, and their practice or policy of discriminating against
20 female employees in terms of hiring, promotions, compensation, benefits, privileges, and other terms
21 and conditions of employment constitute unfair business practices under the UCL. Paq, Inc. has
22 engaged in these practices over a significant period of time and the unlawful and discriminatory
23 conduct done repeatedly to the detriment of Plaintiff and Class Members.

24 94. Defendants’ acts and omissions, as alleged herein, violate the California Equal Pay,
25 Labor Code section 1197.5, and the FEHA, including Government Code section 12940.

26 95. Defendants’ acts and omissions, as alleged herein, constitute unfair business practices
27 prohibited by Business & Professions Code section 17200 *et seq.* Paq, Inc.’s business practice of
28 paying women less than men for substantially equal or similar work causes harm to Plaintiffs and Class
members that outweighs any reason Defendants may have for engaging in such conduct. Paq, Inc.’s

1 business practice as alleged herein is also immoral, unethical, oppressive, unscrupulous, and offensive
2 to the established public policies of ensuring women and men are paid equally for performing
3 substantially equal or similar work, as reflected in both the California Equal Pay Act, California Labor
4 Code section 1197.5, and the federal Equal Pay Act, 29 U.S.C. section 206(d), and the established
5 public policies of ensuring women are not discriminated against in the workplace, as reflected in both
6 the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*
7 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000e, *et seq.*

8 96. Further, Defendants unlawfully classified members of the Combo Managers Class as
9 exempt, denying them overtime pay, meal periods or premium wages in lieu of meal periods, and rest
10 periods or premium wages in lieu of rest periods. Through their conduct, Defendants have committed
11 unlawful, unfair and/or fraudulent business acts and practices as defined by Business & Professions
12 Code section 17200.

13 97. Pursuant to Business and Professions Code section 17200, *et seq.*, Plaintiff and the
14 Class members are entitled to restitution for all overtime, meal and rest period compensation, on
15 information and belief unpaid business expenses, and interest that were withheld and retained by
16 Defendants during a period that commences four years prior to the filing of this action and a
17 declaration that Defendants' business practices are unfair within the meaning of the statute, in addition
18 to an award of attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5 and other
19 applicable law, and costs

20 98. On information and belief, Plaintiff and the Class have lost money or property in the
21 form of wages which Defendants have unlawfully withheld from Plaintiffs and Class Members. As a
22 result of its unlawful and/or unfair business practices, Paq, Inc. has reaped and continues to reap unfair
23 and illegal profits at the expense of Plaintiffs and Class members. Accordingly, Defendants should be
24 disgorged of illegal profits. Plaintiffs and Class members are entitled to restitution with interest of such
25 ill-gotten profits in an amount according to proof at the time of trial.

26 99. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of
27 money and property which Defendants have unlawfully failed to pay to Plaintiffs and the Class.
28

1 Plaintiffs also seek to prevent Defendants from continuing to engage in the unlawful and/or unfair
2 business practices alleged herein.

3 100. Owing to Paq, Inc.'s unlawful and/or unfair business practices, Plaintiffs and Class
4 members are entitled to preliminary and permanent injunctive relief, and other equitable relief
5 available under law.

6 **NINTH OF ACTION - REPRESENTATIVE ACTION**
7 **Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA")**
8 **[Labor Code § 2698, et seq.]**
9 **Plaintiffs On Behalf of the State of California and the PAGA Pool Against All Defendants**

10 101. Plaintiffs bring a claim under California Labor Code sections 2698, *et seq.* in a
11 representative capacity on behalf of current and former employees who were subjected to the unlawful
12 pay practices alleged in Plaintiffs PAGA letters and alleged in this complaint.

13 102. The Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698
14 *et seq.*, grants California employees the right to bring a civil action for the violation of any provision
15 of the Labor Code on behalf of themselves and other current or former employees to enforce the Labor
16 Code and Wage Orders and recover civil penalties. PAGA is intended to assist in the achievement of
17 maximum compliance with state labor laws by empowering aggrieved employees to act as private
18 attorneys general in order to recover civil penalties for Labor Code violations that would otherwise be
19 prosecuted by the state. See *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 980.

20 103. On May 2, 2022, pursuant to Labor Code section 2699.3, Plaintiff Destarac sent a
21 PAGA notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the
22 specific provisions of the Labor Code that Plaintiff alleges Defendants have violated, including the
23 facts and theories to support the violations. The sixty-five-day time limit for the agency to respond fell
24 on Wednesday, July 6, 2022. The Agency did not respond. Therefore, Plaintiff has exhausted the
25 administrative remedies and is now authorized to bring this PAGA claim on behalf of the state and
26 workforce.

27 104. On November 17 and 18, 2022, Plaintiff Sanfilippo sent a PAGA notice to the LWDA
28 and Defendants detailing the specific provisions of the Labor Code and Wage Order that Defendants
are alleged to have violated, including the facts and theories to support the violations. The 65-day

1 time limit for the agency to respond expired and the Agency did not respond. Therefore, Sanfilippo has
2 exhausted the administrative remedies and is now authorized to bring this PAGA claim on behalf of
3 herself, the state, and the workforce.

4 105. PAGA permits an aggrieved employee to collect the civil penalty authorized by law and
5 normally collectible by the LWDA. To address violations for which no penalty has been established,
6 Section 2699(f) creates a private right of action for aggrieved employees and a default penalty in the
7 amount of one-hundred dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation, and two-hundred dollars (\$200) for each aggrieved employee per pay period for each
9 subsequent violation. See Lab. Code § 2699(f). Plaintiffs seek to collect civil penalties for Defendant's
10 Labor Code violations under California Labor Code sections 201-204, 223, 226, 226.3, 226.7, 256,
11 510, 512, 558, 1174, 1174.5, 1194, 1197.5, 1198, 2698, 2699, and IWC Wage Order No. 7-2001.

12 106. Defendants pay female employees less than male employees for doing substantially
13 similar work when viewed as a composite of skill, effort, and responsibility, performed under similar
14 working conditions. Defendants' failure to provide equal pay to women violates Labor Code section
15 1197.5, and Plaintiff, members of the PAGA Pool, and the state are entitled to recover civil penalties
16 as a result.

17 107. Defendants fail to compensate Combo Managers properly and fail to provide them
18 proper rest and meal breaks as a result of misclassifying Combo Managers as exempt employees.
19 Defendants' conduct violates Labor Code sections 204, 204b, 223, 510, 515, 512, 226.7, 1194, 1197,
20 1198 and Wage Order 7. Consequently, Defendants are liable for civil penalties payable to Plaintiff,
21 the state, and members of the PAGA Pool pursuant to Labor Code sections 210, 225.5, 558, 1197.1,
22 and 2699(f).

23 108. Defendants failed to pay members of the PAGA Pool all wages owed timely upon the
24 cessation of employment, in violation of Labor Code sections 201 and 202. Plaintiff, members of the
25 PAGA Pool, and the state are entitled to recover civil penalties as a result of this failure, pursuant to
26 Labor Code sections 203, 256, 1197.1, and 2699.

27 109. Defendants failed to provide accurate wage statements to Plaintiff and members of the
28 PAGA Pool in compliance with Labor Code section 226. The wage statements provided to member of

1 the PAGA Pool failed to state accurately the gross and net wages earned, all applicable hourly rates of
2 pay during the pay period and corresponding hours at each rate, and total hours worked. Defendants
3 are liable to Plaintiff, the state, and members of the PAGA Pool for civil penalties under Labor Code
4 sections 226.3 and 2699.

5 110. Defendants similarly failed to maintain accurate payroll records in violation of Labor
6 Code section 1174, subjecting Defendants to liability for civil penalties under Labor Code section
7 1174.5 and 2699.

8 111. Plaintiffs seek civil penalties under PAGA, plus attorney's fees and costs of suit
9 pursuant to Labor Code section 2699, *et seq.*

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for relief as follows:

- 13 1. For an order certifying classes as appropriate;
- 14 2. For an order appointing Plaintiffs as class representatives;
- 15 3. For an order that counsel for Plaintiffs be appointed class counsel;
- 16 4. For an order awarding all wages (including base pay, overtime if applicable, bonuses if
17 applicable, benefits, and stock) due pursuant to California Labor Code sections
18 1197.5(h) in an amount to be determined at trial
- 19 5. For liquidated damages under California Labor Code section 1197.5(h);
- 20 6. For attorney's fees and costs pursuant to California Labor Code sections 1197.5;
- 21 7. For economic and non-economic damages with respect to the Second Cause of Action;
- 22 8. For attorney's fees and costs pursuant to California Government Code section 12925
23 with respect to the Second Cause of Action;
- 24 9. For pre-judgment interest of 10 percent on wages under Labor Code section 218.6;
- 25 10. For earned but unpaid wages as equitable relief to Plaintiffs and the Class under the
26 UCL for a period that extends the statute of limitations or recovery period for wages to
27 four years;
- 28 11. For declaratory judgment that the actions, conduct, and practices of Defendants

- 1 complained of herein constitute unfair business practices under the UCL;
- 2 12. That Defendants' actions are found to be willful and/or intentional under sections 203,
- 3 226, and 1197.5;
- 4 13. An award of damages to Plaintiff and Combo Managers in the amount of unpaid wages,
- 5 overtime, and rest and meal period premiums, including interest thereon, subject to
- 6 proof at trial, pursuant to Labor Code sections 1194, 1198, 510, 515, 512, 226.7, and
- 7 Wage Order 7;
- 8 14. An award to Plaintiff and Combo Managers of statutory penalties and injunctive relief
- 9 for Defendants' failure to provide accurate itemized wage statements, pursuant to
- 10 California Labor Code section 226;
- 11 15. An award of waiting time penalties to Class Members who have left Defendants'
- 12 employ, pursuant to Labor Code section 203;
- 13 16. An award of civil penalties for failure to provide proper rest periods and meal periods,
- 14 pay overtime compensation, furnish accurate itemized wage statements, pay earned
- 15 wages upon discharge under the PAGA;
- 16 17. That Defendants be ordered to pay restitution to Plaintiff and Class members for
- 17 amounts acquired through Defendants' unlawful activities pursuant to Business and
- 18 Professions Code sections 17200-05 and enjoined to cease and desist from unlawful and
- 19 unfair activities in violation of Business and Professions Code section 17200 *et seq.*;
- 20 18. For declaratory relief and an injunction and order permanently restraining and enjoining
- 21 Defendants from engaging in and continuing the unlawful practices complained of
- 22 herein, pursuant to the UCL;
- 23 19. For declaratory judgment under California Code of Civil Procedure section 1060 *et seq*
- 24 that Defendants' challenged policies are unlawful;
- 25 20. For reasonable attorney's fees and costs, including expert witness fees, pursuant to
- 26 Code of Civil Procedure section 1021.5, California Labor Code sections 226, 1194,
- 27 2699(b), and other provisions of the California Labor Code and/or other applicable law;
- 28 21. For interest to the extent permitted by law;

1 22. For costs and expenses of this action;

2 23. For an award of civil penalties payable to Plaintiffs and other current or former
3 employees (PAGA Pool) under PAGA for each violation of the Labor Code and Wage
4 Order described in this complaint, including but not limited to penalties under Labor
5 Code sections 210, 226.3, 225.5, 256, 558, 1174.5, 1197.1, 1197.5, 2699(a), 2699(f),
6 and other provisions described in this complaint; and

7 24. For such other and further relief as the Court deems just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury on claims so triable.

10
11
12 Dated: January 23, 2022

13 **ADVOCATES FOR WORKER RIGHTS LLP**

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17 _____
18 Marco A. Palau
19 Attorneys for Plaintiffs
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