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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

Wafa Mowannes, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

v.

Stater Bros. Markets, a California
corporation; and Does 1 through 50, inclusive,

Defendants.

Case No: CIVSB2332884

Honorable Stephanie Tanada
Department S33

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- 1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*;
- 2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
- 3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510, *et seq.*;
- 4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
- 5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
- 6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802;
- 7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 & 203;

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- 8) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
- 9) Violation of Cal. Lab. Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR A JURY TRIAL

PLAINTIFF WAFA MOWANNES (“PLAINTIFF”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure section 410.10 and California Business & Professions Code section 17203. This Court has jurisdiction over PLAINTIFF’s claims for monetary damages and restitution pursuant to the California Code of Civil Procedure section 382 and for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

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

3. This Court has jurisdiction over Defendant STATER BROS. MARKETS (“DEFENDANT”) because, upon information and belief, DEFENDANT is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court pursuant to California Code of Civil Procedure, sections 395 and 395.5 because DEFENDANT operates in locations across California, employs

1 the CALIFORNIA CLASS across California, including in the County of San Bernardino, and
2 committed the wrongful conduct herein alleged in this County against the PLAINTIFF, class
3 members, and aggrieved employees.

4 **PARTIES**

5 5. Defendant STATER BROS. MARKETS is a California corporation that, at all
6 relevant times mentioned herein, conducted and continues to conduct substantial and regular
7 business throughout California.

8 6. DEFENDANT was PLAINTIFF's employer or persons acting on behalf of
9 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
10 within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to
11 any employee a wage less than the minimum fixed by California state law, and as such, are subject
12 to civil penalties for each underpaid employee.

13 7. DEFENDANT operates a chain of grocery stores throughout the State of
14 California, including the County of San Bernardino, where PLAINTIFF worked.

15 8. PLAINTIFF was employed by DEFENDANT in California from October of 2022
16 to June of 2023 as a non-exempt employee, paid on an hourly basis, and entitled to the legally
17 required meal and rest periods and payment of minimum and overtime wages due for all time
18 worked.

19 9. PLAINTIFF brings this Class Action on behalf of herself and a California class,
20 defined as all persons who are or previously were employed by DEFENDANT in California and
21 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
22 from December 12, 2019 and ending on the date as determined by the Court (the "CLASS
23 PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS
24 members is under five million dollars (\$5,000,000.00).

25 10. PLAINTIFF brings this Class Action on behalf of herself and the CALIFORNIA
26 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
27 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
28 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged

1 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
2 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
3 CLASS. PLAINTIFF and the CALIFORNIA CLASS members seek an injunction enjoining such
4 conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members
5 of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and
6 current unlawful conduct, and all other appropriate legal and equitable relief.

7 11. PLAINTIFF brings this Representative Action on behalf of the State of California
8 with respect to herself and all non-exempt employees who worked for DEFENDANT in
9 California ("AGGRIEVED EMPLOYEES") during the time period of December 21, 2022 and
10 the present ("PAGA Period").

11 12. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of California
12 Labor Code section 2699(c) because she was employed by DEFENDANT and suffered one or
13 more of the alleged California Labor Code violations committed by DEFENDANT.

14 13. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant
15 times were, employees of DEFENDANT, within the meanings set forth in the California Labor
16 Code and the applicable Industrial Welfare Commission Wage Order.

17 14. The true names and capacities, whether individual, corporate, subsidiary,
18 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
19 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
20 names pursuant to California Code of Civil Procedure section 474. PLAINTIFF will seek leave
21 to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive,
22 when they are ascertained. PLAINTIFF is informed and believes, and based upon that information
23 and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through
24 50, inclusive, are responsible in some manner for one or more of the events and happenings that
25 proximately caused the injuries and damages hereinafter alleged.

26 15. The agents, servants and/or employees of the DEFENDANTS and each of them
27 acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its
28 authority as the agent, servant and/or employee of the DEFENDANTS, and personally

1 participated in the conduct alleged herein. Consequently, the acts of each DEFENDANT are
2 legally attributable to the other DEFENDANTS, and all DEFENDANTS are jointly and severally
3 liable to PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES for
4 the loss sustained as a proximate result of the conduct of the DEFENDANTS' agents, servants
5 and/or employees.

6 **CLASS ACTION ALLEGATIONS**

7 16. PLAINTIFF brings this Class Action on behalf of herself and a California class,
8 defined as all persons who are or previously were employed by DEFENDANT in California and
9 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
10 from December 12, 2019 and ending on the date as determined by the Court (the "CLASS
11 PERIOD").

12 17. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
13 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
14 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
15 illegal meal and rest period policies, unreimbursed business expenses, uncompensated off-the-
16 clock work, inaccurate itemized wage statements, failure to maintain required records, and
17 interest, statutory and civil penalties, attorney's fees, costs, and expenses.

18 18. The members of the class are so numerous that joinder of all class members is
19 impractical.

20 19. Common questions of law and fact regarding DEFENDANT's conduct, including
21 but not limited to off-the-clock work, unpaid meal and rest period premiums, failure to accurately
22 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
23 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
24 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
25 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage
26 and overtime, exist as to all members of the class and predominate over any questions affecting
27 solely any individual members of the class. Among the questions of law and fact common to the
28 class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the CALIFORNIA CLASS members for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANT enjoyed the benefit of this work, and required employees to perform this work and permit or suffer to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the California Business & Professions Code section 17200, *et seq.* by failing to provide the PLAINTIFF and the other CALIFORNIA CLASS members with the legally required meal and rest periods.

20. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

1 21. PLAINTIFF's claims are typical of the claims of the CALIFORNIA CLASS, and
2 PLAINTIFF have the same interests as the other members of the class.

3 22. PLAINTIFF will fairly and adequately represent and protect the interests of the
4 CALIFORNIA CLASS members.

5 23. PLAINTIFF retained able class counsel with extensive experience in class action
6 litigation.

7 24. Further, PLAINTIFF's interests coincide with, and not antagonistic to, the
8 interests of the other CALIFORNIA CLASS members.

9 25. There is a strong community of interest among PLAINTIFF and the
10 CALIFORNIA CLASS members to, *inter alia*, ensure that the combined assets of DEFENDANT
11 are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the
12 injuries sustained.

13 26. The questions of law and fact common to the CALIFORNIA CLASS members
14 predominate over any questions affecting only individual members, including legal and factual
15 issues relating to liability and damages.

16 27. A class action is superior to other available methods for the fair and efficient
17 adjudication of this controversy because joinder of all class members is impractical. Moreover,
18 since the damages suffered by individual members of the class may be relatively small, the
19 expense and burden of individual litigation makes it practically impossible for the members of
20 the class to individually redress the wrongs done to them. Without class certification and
21 determination of declaratory, injunctive, statutory, and other legal questions within the class
22 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS
23 will create the risk of:

24 a. Inconsistent or varying adjudications with respect to individual members of the
25 CALIFORNIA CLASS which would establish incompatible standards of conduct
26 for the parties opposing the CALIFORNIA CLASS; and/or,

27 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
28 which would as a practical matter be dispositive of the interests of the other

members not party to the adjudication or substantially impair or impede their ability to protect their interests.

28. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage-and hour-related claims arising out of DEFENDANT's conduct.

PAGA ALLEGATIONS

29. At all times herein set forth, PAGA was applicable to PLAINTIFF's employment by DEFENDANT.

30. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

31. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

32. PLAINTIFF was employed by DEFENDANT, and the alleged violations were committed against her during her time of employment, and she is, therefore, an aggrieved employee. PLAINTIFF and the other non-exempt employees who worked for DEFENDANT in California during the time period of December 21, 2022 to the present are "AGGRIEVED EMPLOYEES" as defined by California Labor Code section 2699(c) in that they are current or former employees of DEFENDANT, and one or more of the alleged violations were committed against them.

33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including PLAINTIFF, may pursue a civil action arising under PAGA after the following requirements have been met:

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1 EMPLOYEES for all time worked; failed to compensate PLAINTIFF for off-the-clock work; failed
2 to pay PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES overtime
3 at the correct regular rate of pay; failed to compensate PLAINTIFF, CALIFORNIA CLASS
4 members, and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate; failed to
5 reimburse PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES for
6 business expenses; and failed to issue to PLAINTIFF, CALIFORNIA CLASS members, and
7 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other
8 things, all applicable hourly rates in effect during the pay periods and corresponding amount of time
9 worked at each hourly rate. DEFENDANT's uniform policies and practices are intended to
10 purposefully avoid the accurate and full payment for all time worked as required by California law
11 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who
12 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
13 CLASS and AGGRIEVED EMPLOYEES against DEFENDANT, the CLASS PERIOD and PAGA
14 PERIOD should be adjusted accordingly.

15 **A. Meal Period Violations**

16 37. Pursuant to the IWC Wage Orders, DEFENDANT was required to pay
17 PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES for all their
18 time worked, meaning the time during which an employee is subject to the control of an employer,
19 including all the time the employee is suffered or permitted to work. At all relevant times set forth
20 herein, DEFENDANT required PLAINTIFF, CALIFORNIA CLASS members, and
21 AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
22 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
23 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. Indeed, there
24 were many days where PLAINTIFF did not even receive a partial lunch. As a result, PLAINTIFF,
25 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES forfeited minimum wage
26 and overtime compensation by regularly working without their time being accurately recorded
27 and without compensation at the applicable minimum wage and overtime rates. DEFENDANT's
28 uniform policy and practice to not pay PLAINTIFF, CALIFORNIA CLASS members, and

1 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
2 records.

3 38. During the relevant time period, as a result of their rigorous work schedules and
4 DEFENDANT's inadequate staffing practices, PLAINTIFF, CALIFORNIA CLASS members,
5 and AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks
6 and were not fully relieved of duty for their meal periods. PLAINTIFF, CALIFORNIA CLASS
7 members, and AGGRIEVED EMPLOYEES were required to perform work as ordered by
8 DEFENDANT for more than five (5) hours during some shifts without receiving a meal break.
9 Further, DEFENDANT failed to provide PLAINTIFF, CALIFORNIA CLASS members, and
10 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which
11 these employees are required by DEFENDANT to work ten (10) hours of work. The nature of the
12 work performed by PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
13 EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period
14 exception. When they were provided with meal periods, PLAINTIFF, CALIFORNIA CLASS
15 members, and AGGRIEVED EMPLOYEES were required to remain on duty and/or on call.
16 DEFENDANT's failure to provide PLAINTIFF, CALIFORNIA CLASS members, and
17 AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANT's
18 business records. PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
19 EMPLOYEES therefore forfeited meal breaks without additional compensation and in accordance
20 with DEFENDANT's strict corporate policy and practice.

21 **B. Rest Period Violations**

22 39. During the relevant time period, PLAINTIFF, CALIFORNIA CLASS members,
23 and AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without
24 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
25 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
26 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
27 (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
28 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)

1 minutes for some shifts worked of ten (10) hours or more. When they were provided with rest
2 breaks, PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES were
3 required to remain on duty and/or on call. PLAINTIFF, CALIFORNIA CLASS members, and
4 AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a
5 result of their rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF,
6 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES were denied their proper rest
7 periods by DEFENDANT and DEFENDANT's managers.

8 **C. Unreimbursed Business Expenses**

9 40. DEFENDANT as a matter of corporate policy, practice, and procedure,
10 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF,
11 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES for required business
12 expenses that they incurred in direct consequence of discharging their duties on behalf of
13 DEFENDANT. Under California Labor Code section 2802, employers are required to indemnify
14 employees for all necessary expenses incurred in the course and scope of their employment.

15 41. In the course of their employment, DEFENDANT required PLAINTIFF,
16 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES to use their personal cell
17 phones and incur personal expenses for the purchase of tools and uniform as a result of and in
18 furtherance of their job duties, including but not limited to receiving and/or responding to work-
19 related communications and performing work-related duties. However, DEFENDANT
20 unlawfully failed to reimburse PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
21 EMPLOYEES for the use of their personal cell phones and for the purchase of their own tools
22 and uniform. As a result, in the course of their employment, the PLAINTIFF, CALIFORNIA
23 CLASS members, and AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
24 that included, but not limited to, costs related to the use of their personal cell phones and purchase
25 of their own tools and uniform.

26 **D. Wage Statement Violations**

27 42. California Labor Code section 226 requires an employer to furnish its employees
28 with accurate itemized wage statement in writing, showing: (1) gross wages earned, (2) total hours

1 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of the employee's social security number or an
4 employee identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate by the employee.

7 43. During the relevant time period, when PLAINTIFF, CALIFORNIA CLASS
8 members, and AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid
9 inaccurately for missed meal and rest period premiums, or were not paid for all hours worked,
10 DEFENDANT also failed to provide PLAINTIFF, CALIFORNIA CLASS members, and
11 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,
12 among other things, all deductions, the total hours worked and all applicable hourly rates in effect
13 during the pay period and corresponding amount of time worked at each hourly rate, and the
14 correct rates of pay for penalty payments or missed meal and rest periods.

15 44. In addition to the foregoing, DEFENDANT failed to provide PLAINTIFF,
16 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES with wage statements that
17 comply with California Labor Code section 226.

18 45. As a result, DEFENDANT issued PLAINTIFF, CALIFORNIA CLASS members,
19 and AGGRIEVED EMPLOYEES with wage statements that violate California Labor Code
20 section 226. Further, DEFENDANT's violations are knowing and intentional and were not
21 isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

22 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

23 46. During the relevant time period, DEFENDANT failed and continues to fail to
24 accurately pay PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES
25 for all hours worked.

26 47. During the relevant time period, DEFENDANT required PLAINTIFF,
27 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES to perform pre-shift or post-
28 shift work, resulting in them having to work while off-the-clock.

1 48. DEFENDANT directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
3 EMPLOYEES.

4 49. DEFENDANT controlled the work schedules, duties, and protocols, applications,
5 assignments, and employment conditions of PLAINTIFF, CALIFORNIA CLASS members, and
6 AGGRIEVED EMPLOYEES.

7 50. DEFENDANT was able to track the amount of time PLAINTIFF, CALIFORNIA
8 CLASS members, and AGGRIEVED EMPLOYEES spent working; however, DEFENDANT
9 failed to document, track, or pay them all wages earned and owed for all the work they performed.

10 51. PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES
11 were non-exempt employees, subject to the requirements of the California Labor Code.

12 52. DEFENDANT's policies and practices deprived PLAINTIFF, CALIFORNIA
13 CLASS members, and AGGRIEVED EMPLOYEES of all minimum regular, overtime, and
14 double time wages owed for the off-the-clock work activities. Because PLAINTIFF,
15 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES typically worked over forty
16 (40) hours in a workweek and more than eight (8) hours per day, DEFENDANT's policies and
17 practices also deprived them of overtime pay.

18 53. DEFENDANT knew or should have known that the off-the-clock work by
19 PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES was
20 compensable under the law.

21 54. As a result, PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
22 EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANT's direction,
23 control, and benefit for the time spent working while off-the-clock. DEFENDANT's uniform
24 policy and practice to not pay PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
25 EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by
26 DEFENDANT's business records.

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1 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
2 **and Redeemed Sick Pay**

3 55. During the relevant time period, DEFENDANT failed and continues to fail to
4 accurately calculate and pay PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
5 EMPLOYEES for their overtime and double time hours worked, meal and rest period premiums,
6 and redeemed sick pay. As a result, PLAINTIFF, CALIFORNIA CLASS members, and
7 AGGRIEVED EMPLOYEES forfeited wages due to them for working overtime without
8 compensation at the correct overtime and double time rates, meal and rest period premiums, and
9 redeemed sick pay rates. DEFENDANT’s uniform policy and practice to not pay the correct rate
10 for all overtime and double time worked, meal and rest period premiums, and sick pay in
11 accordance with applicable law is evidenced by DEFENDANT’s business records.

12 56. State law provides that employees must be paid overtime at one-and-one-half times
13 their “regular rate of pay.” PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
14 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
15 elements of an employee’s performance.

16 57. DEFENDANT’s non-discretionary commission and bonus program provided the
17 PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES with
18 commission and/or bonus compensation when the employees met the various performance goals
19 set by DEFENDANT. However, when calculating the regular rate of pay, in those pay periods
20 where PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES worked
21 overtime and earned non-discretionary bonus and/or commission wages, DEFENDANT failed to
22 accurately include the non-discretionary bonus compensation and/or commission wages as part
23 of the employees’ “regular rate of pay.”

24 58. Management and supervisors described the bonus and commissions programs and
25 commission compensation program to potential and new employees as part of the compensation
26 package for new and used car salespersons, including PLAINTIFF, CALIFORNIA CLASS
27 members, and AGGRIEVED EMPLOYEES. As a matter of law, the incentive and commission
28 compensation received by PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED

1 EMPLOYEES must be included and correctly calculated into the “regular rate of pay” for
2 purposes of overtime and double time compensation, meal and rest period premium payments,
3 and sick pay. DEFENDANT’s failure to do so has resulted in DEFENDANT’s systematic
4 underpayment of overtime and double time compensation, meal and rest period premium
5 payments, and sick pay to PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
6 EMPLOYEES. Specifically, California Labor Code section 246 mandates that paid sick time for
7 non-employees shall be calculated in the same manner as the regular rate of pay for the workweek
8 in which the employee uses paid sick time, whether or not the employee actually works overtime
9 in that workweek. DEFENDANT’s conduct of failing to include the incentive compensation as
10 part of the “regular rate of pay” for purposes of sick pay compensation was in violation of
11 California Labor Code section 246, the underpayment of which is recoverable under California
12 Labor Code sections 201, 202, 2023, and/or 204.

13 59. In violation of the applicable sections of the California Labor Code and the
14 requirements of the IWC Wage Order, DEFENDANT as a matter of company policy, practice,
15 and procedure, intentionally and knowingly failed to compensate PLAINTIFF, CALIFORNIA
16 CLASS members, and AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime
17 and double time worked, meal and rest period premiums, and redeemed sick pay as required by
18 California law which allowed DEFENDANT to illegally profit and gain an unfair advantage over
19 competitors who complied with the law. To the extent equitable tolling operates to toll claims by
20 the CALIFORNIA CLASS members and AGGRIEVED EMPLOYEES against DEFENDANT,
21 the CLASS PERIOD and PAGA PERIOD should be adjusted accordingly.

22 **G. Violations for Untimely Payment of Wages**

23 60. Pursuant to California Labor Code section 204, PLAINTIFF, CALIFORNIA
24 CLASS members, and AGGRIEVED EMPLOYEES were entitled to timely payment of wages
25 during their employment. PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
26 EMPLOYEES did not receive payment of all wages, including but not limited to overtime wages,
27 minimum wages, meal period premium wages, and rest period premium wages within the
28 permissible time period.

1 61. Pursuant to California Labor Code section 201, “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.” Pursuant to California Labor Code section 202, if an employee quits his or her
4 employment, “his or her wages shall become due and payable not later than 72 hours thereafter,
5 unless the employee has given 72 hours previous notice of his or her intention to quit, in which
6 case the employee is entitled to his or her wages at the time of quitting.” PLAINTIFF,
7 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES were not timely provided
8 the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in
9 violation of California Labor Code sections 201 and 202.

10 62. As such, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
11 timely paying all wages due at time of termination for all CALIFORNIA CLASS members and
12 AGGRIEVED EMPLOYEES whose employment ended during the relevant time period.

13 **H. Unlawful Deductions**

14 63. During the relevant time period, DEFENDANT unlawfully deducted wages from
15 PLAINTIFF’s, CALIFORNIA CLASS members’, and AGGRIEVED EMPLOYEES’ pay
16 without explanations and without authorization to do so or notice to them. As a result,
17 DEFENDANT violated California Labor Code section 221.

18 **I. Timekeeping Manipulation**

19 64. During the relevant time period, DEFENDANT did not have an immutable
20 timekeeping system to accurately record and pay PLAINTIFF, CALIFORNIA CLASS members,
21 and AGGRIEVED EMPLOYEES for the actual time they worked each day, including regular
22 time, overtime hours, sick pay, and meal and rest breaks. As a result, DEFENDANT was able to
23 and did, in fact, unlawfully and unilaterally alter the time recorded in DEFENDANT’s
24 timekeeping system in order to avoid paying these employees for all hours worked, applicable
25 overtime compensation, applicable sick pay, missed meal breaks, and missed rest breaks.

26 65. As a result, PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
27 EMPLOYEES forfeited time worked by working without their time being accurately recorded
28 and without compensation at the applicable pay rates.

1 66. The mutability of the timekeeping system also allowed DEFENDANT to alter
2 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's
3 timekeeping system so as to create the appearance that PLAINTIFF, CALIFORNIA CLASS
4 members, and AGGRIEVED EMPLOYEES clocked out for thirty (30) minute meal breaks when
5 in fact, the employees were not at all times provided an off-duty meal break. This practice is a
6 direct result of DEFENDANT's uniform policy and practice of denying employees uninterrupted
7 thirty (30) minute off-duty meal breaks each day or otherwise compensate them for missed meal
8 breaks.

9 67. As a result, PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
10 EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANT's direction,
11 control and benefit for the time the timekeeping system was inoperable. DEFENDANT's
12 uniform policy and practice to not pay PLAINTIFF, CALIFORNIA CLASS members, and
13 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
14 evidenced by DEFENDANT's business records.

15 **J. Unlawful Rounding Practices**

16 68. During the relevant time period, DEFENDANT did not have in place an immutable
17 timekeeping system to accurately record and pay PLAINTIFF, CALIFORNIA CLASS members,
18 and AGGRIEVED EMPLOYEES for the actual time these employees worked each day,
19 including overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy
20 and practice that resulted in PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED
21 EMPLOYEES being undercompensated for all of their time worked. As a result, DEFENDANT
22 was able to and did, in fact, unlawfully and unilaterally round the time recorded in
23 DEFENDANT's timekeeping system for PLAINTIFF, CALIFORNIA CLASS members, and
24 AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time worked,
25 including the applicable overtime compensation for overtime worked. As a result, PLAINTIFF,
26 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES forfeited compensation for
27 their time worked by working without their time being accurately recorded and without
28 compensation at the applicable overtime rates.

69. Further, the mutability of DEFENDANT's timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFF's, CALIFORNIA CLASS members', and AGGRIEVED EMPLOYEES' time being inaccurately recorded. As a result, DEFENDANT's unlawful rounding policy and practice caused PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break.

K. Sick Pay Violations

70. California Labor Code section 246 (a)(1) mandates that, "An employee who, on or after July 1, 2015, works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code sections 246(b)-(d) provide for the sick day accrual requirements. During the relevant time period, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave.

71. California Labor Code section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. During the relevant time period, DEFENDANT violated California Labor Code section 246 by failing to furnish PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave available.

L. Suitable Seating Violations

72. PLAINTIFF further alleges that the station counters in DEFENDANT's stores provide ample space behind each counter area to allow for the presence and use of a stool or seat by DEFENDANT's employees during the performance of their work duties. DEFENDANT's employees working at DEFENDANT's stores spend a very substantial portion, and, in many workdays, the vast majority of their working time behind these counters. The nature of the position can reasonably be accomplished while using a seat or stool.

73. In violation of the applicable sections of the California Labor Code and requirements of the applicable IWC Wage Order, DEFENDANT as a matter of company policy,

1 practice, and procedure, intentionally, knowingly, and systematically failed to provide
2 PLAINTIFF, CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES suitable
3 seating when the nature of these employees' work reasonably permitted seating.

4 74. DEFENDANT knew or should have known that PLAINTIFF, CALIFORNIA
5 CLASS members, and AGGRIEVED EMPLOYEES were entitled to suitable seating and/or
6 were entitled to sit when it did not interfere with the performance of their duties, and that
7 DEFENDANT did not provide suitable seating and/or did not allow them to sit when it did not
8 interfere with the performance of their duties. By reason of this conduct, DEFENDANT violated
9 California Labor Code section 1198 and Wage Order 4-2001, Section 14 by failing to provide
10 suitable seats.

11 **M. Split Shift Premium Violations**

12 75. During the relevant time period, DEFENDANT required PLAINTIFF,
13 CALIFORNIA CLASS members, and AGGRIEVED EMPLOYEES to work split-shifts.
14 However, when they worked split-shifts, DEFENDANT failed to pay them the one-hour split
15 shift minimum wage premium as required by California law.

16 76. Specifically, as to PLAINTIFF, PLAINTIFF was unable to take off-duty meal and
17 rest breaks and were not fully relieved of duty for her rest and meal periods. PLAINTIFF was
18 required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift
19 without receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFF
20 with a second off-duty meal period each workday in which they were required by DEFENDANT
21 to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a rest break,
22 they required PLAINTIFF to remain on-duty and on-call for the rest break. DEFENDANT's
23 policy caused PLAINTIFF to remain on call and on duty during what was supposed to be her
24 off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional
25 compensation and in accordance with DEFENDANT'S strict corporate policy and practice.
26 Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to comply with
27 California Labor Code section 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
28 for required business expenses related to the use of her personal cell phone and the purchase of

1 her own tools, on behalf of and in furtherance of her employment with DEFENDANT. To date,
2 DEFENDANT has not fully paid PLAINTIFF the minimum, overtime, and double time
3 compensation still owed to her or any penalty wages owed to her under California Labor Code
4 section 203. The amount in controversy for PLAINTIFF individually does not exceed the sum
5 or value of seventy-five thousand dollars (\$75,000).

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

8 **(Cal. Bus. And Prof. Code § 17200, *et seq.*)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

10 77. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
11 by reference the allegations contained in Paragraphs 1 through 76, and each and every part
12 thereof with the same force and effect as though fully set forth herein.

13 78. DEFENDANT is a “person” as that term is defined under California Business &
14 Professions Code section 17021.

15 79. California Business & Professions Code section 17200, *et seq.* defines unfair
16 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
17 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
18 as follows:

19 Any person who engages, has engaged, or proposes to engage in unfair competition may
20 be enjoined in any court of competent jurisdiction. The court may make such orders or
21 judgments, including the appointment of a receiver, as may be necessary to prevent the
22 use or employment by any person of any practice which constitutes unfair competition, as
23 defined in this chapter, or as may be necessary to restore to any person in interest any
24 money or property, real or personal, which may have been acquired by means of such
25 unfair competition. Cal. Bus. & Prof. Code § 17203.

26 80. By the conduct alleged herein, DEFENDANT has engaged and continues to
27 engage in a business practice which violates California law, including but not limited to the
28 applicable Wage Order(s), the California Code of Regulations, and the California Labor Codes,
including sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief

pursuant to California Business & Professions Code section 17203 to prevent and remedy the conduct that constituted unfair competition, including restitution of wages wrongfully withheld.

81. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

82. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally mandated meal and rest periods and the required amount of compensation for missed meal and rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary business expenses incurred, due to a systematic business practice that cannot be justified, pursuant to the applicable California Labor Code and IWC requirements in violation of California Business & Professions Code section 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California Business & Professions Code section 17203, including restitution of wages wrongfully withheld.

83. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANT.

84. By the conduct alleged herein, DEFENDANT's practices were also unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as required by California Labor Code sections 226.7 and 512.

85. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for

1 each workday in which a second off-duty meal period was not timely provided for each ten (10)
2 hours of work.

3 86. PLAINTIFF further demands on behalf of herself and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
5 was not timely provided as required by law.

6 87. By and through the unlawful and unfair business practices described herein,
7 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
8 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
9 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
10 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
11 to unfairly compete against competitors who comply with the law.

12 88. All the acts described herein as violations of, among other things, the IWC Wage
13 Orders, the California Code of Regulations, and the California Labor Code, were unlawful and
14 in violation of public policy, were immoral, unethical, oppressive, and unscrupulous, were
15 deceptive, and thereby constitute unlawful, unfair, and deceptive business practices in violation
16 of California Business & Professions Code section 17200, *et seq.*

17 89. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
18 and do seek, such relief as may be necessary to restore to them the money and property which
19 DEFENDANT has acquired or PLAINTIFF and the other members of the CALIFORNIA
20 CLASS have been deprived of, by means of the above described unlawful and unfair business
21 practices, including earned but unpaid wages for all time worked.

22 90. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
23 entitled to, and do seek, a declaration that the described business practices are unlawful, unfair,
24 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
25 engaging in any unlawful and unfair business practices in the future.

26 91. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
27 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
28 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a

1 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
2 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable
3 legal and economic harm unless DEFENDANT is restrained from continuing to engage in these
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

7 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

8 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

9 92. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
10 by reference the allegations contained in paragraphs 1 through 91, and each and every part
11 thereof with the same force and effect as though fully set forth herein.

12 93. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
13 for DEFENDANT's willful and intentional violations of the California Labor Code and the IWC
14 requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to
15 PLAINTIFF and CALIFORNIA CLASS members.

16 94. Pursuant to California Labor Code section 204, other applicable laws and
17 regulations, and public policy, an employer must timely pay its employees for all hours worked.

18 95. California Labor Code section 1197 provides that the minimum wage for
19 employees fixed by the commission is the minimum wage to be paid to employees, and the
20 payment of a less wage than the minimum so fixed is unlawful.

21 96. California Labor Code section 1194 establishes an employee's right to recover
22 unpaid wages, including minimum wage compensation and interest thereon, together with the
23 costs of suit.

24 97. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
25 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
26 worked. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
28 CALIFORNIA CLASS.

1 98. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
3 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
4 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

5 99. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately calculated the correct time worked and consequently underpaid the actual time
7 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
8 in an illegal attempt to avoid the payment of all earned wages and other benefits in violation of
9 the California Labor Code, the IWC requirements, and other applicable laws and regulations.

10 100. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
11 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
12 minimum wage compensation for their time worked for DEFENDANT.

13 101. During the CLASS PERIOD, PLAINTIFF and the other members of the
14 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
15 failure to pay all earned wages.

16 102. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
17 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
18 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
19 suffered and will continue to suffer an economic injury in an amount presently unknown and will
20 be ascertained according to proof at trial.

21 103. DEFENDANT knew or should have known that PLAINTIFF and the other
22 members of the CALIFORNIA CLASS were under-compensated for their time worked.
23 DEFENDANT systematically elected, either through intentional malfeasance or gross
24 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
25 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
26 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
27 for their time worked.

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1 104. In performing the acts and practices alleged herein in violation of California labor
2 laws and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
3 and provide them with the requisite compensation, DEFENDANT acted and continues to act
4 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, and with the
6 despicable intent of depriving them of their property and legal rights, and otherwise causing them
7 injury in order to increase company profits at the expense of these employees.

8 105. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
9 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
10 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
11 California Labor Code and/or other applicable statutes. To the extent minimum wage
12 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
13 terminated their employment, DEFENDANT's conduct also violated Labor Code sections 201
14 and/or 202, and therefore these individuals are also entitled to waiting time penalties under
15 California Labor Code section 203. DEFENDANT's conduct as alleged herein was willful,
16 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
17 Members are entitled to seek and recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

22 106. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
23 by reference the allegations contained in paragraphs 1 through 105, and each and every part
24 thereof with the same force and effect as though fully set forth herein.

25 107. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANT's willful and intentional violations of the California Labor Code and the IWC
27 requirements for DEFENDANT's failure to pay these employees for all overtime worked,
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1 including work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in
2 a workday, and/or forty (40) hours in any workweek.

3 108. Pursuant to California Labor Code section 204, other applicable laws and
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

5 109. California Labor Code section 510 provides that employees in California shall not
6 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
7 workweek unless they receive additional compensation beyond their regular wages in amounts
8 specified by law.

9 110. California Labor Code section 1194 establishes an employee's right to recover
10 unpaid wages, including minimum and overtime compensation and interest thereon, together
11 with the costs of suit. California Labor Code section 1198 further states that the employment of
12 an employee for longer hours than those fixed by the IWC is unlawful.

13 111. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required to work for DEFENDANT and were not paid for all the time they worked,
15 including overtime work.

16 112. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
18 implementing a uniform policy and practice that failed to accurately record overtime worked by
19 PLAINTIFF and other CALIFORNIA CLASS members and denied accurate compensation to
20 them, including, the overtime work performed in excess of eight (8) hours in a workday, and/or
21 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

22 113. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately recorded overtime worked and consequently underpaid PLAINTIFF and other
24 CALIFORNIA CLASS members. DEFENDANT acted in an illegal attempt to avoid the
25 payment of all earned wages and other benefits in violation of the California Labor Code, the
26 IWC requirements, and other applicable laws and regulations.

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114. As a direct result of DEFENDANT's unlawful wage practices as alleged herein, PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct overtime compensation for their time worked for DEFENDANT.

115. California Labor Code section 515 sets out various categories of employees who are exempt from the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude the causes of action contained herein. Rather, PLAINTIFF brings this Action, on behalf of herself and the CALIFORNIA CLASS, based on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of California.

116. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting a failure to pay all earned wages.

117. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by California Labor Code sections 510, 1194, & 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required to and did, in fact, work overtime. DEFENDANT's failure to accurately record and pay is evidenced by DEFENDANT's business records and witnessed by employees.

118. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown and will be ascertained according to proof at trial.

119. DEFENDANT knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and

1 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
2 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages
3 for their overtime worked.

4 120. In performing the acts and practices alleged herein in violation of California labor
5 laws and refusing to compensate the members of the CALIFORNIA CLASS for all time worked,
6 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously toward
7 PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious of and utter
8 disregard for their legal rights, or the consequences to them, and with the despicable intent of
9 depriving them of their property and legal rights, and otherwise causing them injury in order to
10 increase company profits at the expense of these employees.

11 121. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
15 determined to be owed to the CALIFORNIA CLASS members who have terminated their
16 employment, DEFENDANT's conduct also violates California Labor Code sections 201 and/or
17 202, and therefore these individuals are also entitled to waiting time penalties under California
18 Labor Code section 203. DEFENDANT's conduct as alleged herein was willful, intentional, and
19 not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled
20 to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

25 122. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
26 by reference the allegations contained in paragraphs 1 through 121, and each and every part
27 thereof with the same force and effect as though fully set forth herein.

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1 123. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
2 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
3 required by the applicable Wage Order and California Labor Code. The nature of the work
4 performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these
5 employees from being relieved of all their duties for the legally required off-duty meal periods.
6 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
7 members were often not fully relieved of duty by DEFENDANT for their meal periods.
8 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS
9 members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
10 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF and
11 CALIFORNIA CLASS Members with a second off-duty meal period on some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work. As a
13 result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks
14 without additional compensation and in accordance with DEFENDANT's strict corporate policy
15 and practice.

16 124. DEFENDANT further violated California Labor Code section 226.7 and the
17 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
18 members one additional hour of compensation at each employee's regular rate of pay for each
19 workday that a meal period was not provided.

20 125. As a proximate result of the aforementioned violations, PLAINTIFF and
21 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial
22 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)

126. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT’s managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and California Labor Code. As a result, DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANT’s business records.

128. DEFENDANT further violated California Labor Code section 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members one additional hour of compensation at each employee’s regular rate of pay for each workday that a rest period was not provided.

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

SIXTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code § 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)

130. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. California Labor Code section 2802 provides, in relevant part, that:
An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

132. From time to time during the CLASS PERIOD, DEFENDANT violated California Labor Code section 2802 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, their personal cell phones and purchase of their own tools and uniform, as a result of and in furtherance of their job duties, including but not limited to receiving and/or responding to work-related communications and performing work-related duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required by DEFENDANT to use their personal cell phones and purchase tools and uniform in order to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones and the purchase of their own tools and uniform for DEFENDANT within the course and scope of their employment. These expenses were necessary to complete

1 their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any
2 waiver of this expectation. Although these expenses were necessary expenses incurred by
3 PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and
4 reimburse them for these expenses as an employer is required to do under the laws and
5 regulations of California.

6 133. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
7 by PLAINTIFF and the CALIFORNIA CLASS members in the discharge of their job duties for
8 DEFENDANT with interest at the statutory rate and costs under California Labor Code section
9 2802.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure To Provide Accurate Itemized Statements**

12 **(Cal. Lab. Code § 226)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

14 134. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
15 by reference the allegations contained in paragraphs 1 through 133, and each and every part
16 thereof with the same force and effect as though fully set forth herein.

17 135. California Labor Code section 226 provides that an employer must furnish
18 employees with an "accurate itemized" statement in writing showing:

- 19 a. Gross wages earned,
- 20 b. total hours worked by the employee, except for any employee whose compensation
21 is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the IWC,
- 23 c. the number of piece-rate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis,
- 25 d. all deductions, provided that all deductions made on written orders of the employee
26 may be aggregated and shown as one item,
- 27 e. net wages earned,
- 28 f. the inclusive dates of the period for which the employee is paid,

- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than s social security number,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

136. When DEFENDANT did not accurately record PLAINTIFF's and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated California Labor Code section 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

137. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code section 226.

138. DEFENDANT knowingly and intentionally failed to comply with California Labor Code section 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code section 226, in an amount according

1 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
2 PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

3 **EIGHTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

7 139. PLAINTIFF, and the other members of the CALIFORNIA CLASS, incorporates
8 by reference the allegations contained in paragraphs 1 through 138, and each and every part
9 thereof with the same force and effect as though fully set forth herein.

10 140. California Labor Code section 200 provides that:

- 11 (a) “Wages” includes all amounts for labor performed by employees of every
12 description, whether the amount is fixed or ascertained by the standard of time,
13 task, piece, Commission basis, or other method of calculation
14 (b) “Labor” includes labor, work, or service whether rendered or performed under
15 contract, subcontract, partnership, station plan, or other agreement if the labor to
16 be paid for is performed personally by the person demanding payment.

17 141. California Labor Code section 201 provides, in relevant part, that, “If an employer
18 discharges an employee, the wages earned and unpaid at the time of discharge are due and
19 payable immediately.”

20 142. California Labor Code section 202 provides, in relevant part, that:

21 If an employee not having a written contract for a definite period quits his or her
22 employment, his or her wages shall become due and payable not later than 72 hours
23 thereafter, unless the employee has given 72 hours previous notice of his or her intention
24 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
25 Notwithstanding any other provision of law, an employee who quits without providing a
26 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
27 designates a mailing address. The date of the mailing shall constitute the date of payment
28 for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

24 143. There was no definite term in PLAINTIFF’s or any CALIFORNIA CLASS
25 members’ employment contract.

26 144. California Labor Code section 203 provides:

27 If an employer willfully fails to pay, without abatement or reduction, in accordance with
28 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 145. The employment of PLAINTIFF and many CALIFORNIA CLASS members
4 terminated, and DEFENDANT has not tendered payment of wages to these employees who
5 missed meal and rest breaks, as required by law.

6 146. Therefore, as provided by California Labor Code section 203 Cal Lab. Code § 203,
7 on behalf of herself and the members of the CALIFORNIA CLASS whose employment has,
8 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at
9 time of termination for all employees who terminated employment during the CLASS PERIOD
10 and demands an accounting and payment of all wages due, plus interest and statutory costs as
11 allowed by law.

12 **NINTH CAUSE OF ACTION**

13 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**

14 **(Cal. Lab. Code § 2698, et seq.)**

15 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and against all DEFENDANTS)**

16 147. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 146, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 148. PAGA is a mechanism by which the State of California itself can enforce state
20 labor laws through the employee suing under PAGA who do so as the proxy or agent of the state's
21 labor law enforcement agencies. An action to recover civil penalties under PAGA is
22 fundamentally a law enforcement action designed to protect the public and not to benefit private
23 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
24 of "deputizing" citizens as private attorneys general to enforce the California Labor Code. In
25 enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow
26 aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor
27 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to
28 arbitration.

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1 149. PLAINTIFF brings this Individual and Representative Action on behalf of herself
2 and the State of California with respect to all current and former AGGRIEVED EMPLOYEES
3 employed by DEFENDANT during the PAGA PERIOD.

4 150. At all relevant times, for the reasons described herein and others, PLAINTIFF and
5 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the
6 meaning of Labor Code section 2699(c).

7 151. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee,
8 like PLAINTIFF, on behalf of herself and other current or former employees, to bring a civil
9 action to recover civil penalties pursuant to the procedures specified in California Labor Code
10 section 2699.3.

11 1. Pursuant to California Labor Code sections 2699(a) and (f), the AGGRIEVED
12 EMPLOYEES are entitled to civil penalties for DEFENDANT's violations of California Labor
13 Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3,
14 246, 510, 512, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804
15 in the following amounts:

16 a. For violation of California Labor Code sections 201,
17 202, 203, and 204, one hundred dollars (\$100) for each
18 AGGRIEVED EMPLOYEE per pay period for the initial
19 violation and two hundred dollars (\$200) for each
20 AGGRIEVED EMPLOYEE per pay period for each
21 subsequent violation [penalty per California Labor Code
22 section 2699(f)(2)];

23 b. For violations of California Labor Code section
24 226(a), a civil penalty in the amount of two hundred fifty
25 dollars (\$250) for each AGGRIEVED EMPLOYEE for any
26 initial violation and one thousand dollars for each subsequent
27 violation [penalty per California Labor Code section 226.3];

28 c. For violations of California Labor Code section 204,

1 a civil penalty in the amount of one hundred dollars (\$100)
2 for each AGGRIEVED EMPLOYEE for any initial violation
3 and two hundred dollars (\$200) for each AGGRIEVED
4 EMPLOYEE for each subsequent violation [penalty per
5 California Labor Code section 210];

6 d. For violations of California Labor Code sections
7 226.7, 510 and 512, a civil penalty in the amount of fifty
8 dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE
9 for the initial violation;

10 e. For violations of California Labor Code section
11 226.9(a), a civil penalty in the amount of two hundred fifty
12 dollars (\$250) per AGGRIEVED EMPLOYEE per violation
13 in an initial citation and one thousand dollars (\$1,000) per
14 AGGRIEVED EMPLOYEE for each subsequent violation
15 [penalty per California Labor Code section 226.3];

16 f. For violations of California Labor Code Section
17 1174(d), a civil penalty in the amount of five hundred dollars
18 (\$500) per AGGRIEVED EMPLOYEE [penalty per
19 California Labor Code section 1174.5].

20 g. For violations of California Labor Code sections
21 1194, 1197, 1198, and 1199, a civil penalty in the amount of
22 one hundred dollars (\$100) per AGGRIEVED EMPLOYEE
23 per pay period for the initial violation and two hundred fifty
24 dollars (\$250) per AGGRIEVED EMPLOYEE per pay period
25 for each subsequent violation [penalty per California Labor
26 Code section].

27 152. For all provisions of the California Labor Code for which civil penalty is not
28 specifically provided, California Labor Code section 2699(f) imposes upon Defendant a penalty

1 of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial
2 violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period
3 for each subsequent violation. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to
4 an award of reasonable attorney's fees and costs in connection with their claims for civil penalties
5 pursuant to Labor Code section 2699(g)(1).

6 153. PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED
7 EMPLOYEES only. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; *see also*
8 *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ("PAGA allows
9 an "aggrieved employee"—a person affected by at least one Labor Code violation committed by
10 an employer—to pursue penalties for all the Labor Code violations committed by that
11 employer.").

12 **DEMAND FOR JURY TRIAL**

13 PLAINTIFF, individually, and on behalf of other members of the general public similarly
14 situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys
15 General Act, requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
18 severally, as follows:

19 1. On behalf of the CALIFORNIA CLASS:

- 20 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
21 CLASS as a class action pursuant to California Code of Civil Procedure section
22 382;
- 23 b. An order temporarily, preliminarily and permanently enjoining and restraining
24 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 25 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
26 unlawfully withheld from compensation due to PLAINTIFF and the other members
27 of the CALIFORNIA CLASS; and
- 28 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund

for restitution of the sums incidental to DEFENDANTS' violations towards PLAINTIFF and the other members of the CALIFORNIA CLASS.

e. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure section 382;

f. Compensatory damages according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD, plus interest thereon at the statutory rate;

g. Meal and rest period compensation pursuant to California Labor Code sections 226.7, 512 and the applicable IWC Wage Order;

h. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of California Labor Code section 226

i. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with California Labor Code section 203.

j. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

2. On behalf of the AGGRIEVED EMPLOYEES:

a. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code section 2699, *et seq.*;

b. For civil penalties to the extent permitted by law pursuant to the California Labor Code under the Private Attorneys General Act; and

c. For such relief as the Court deems just and proper.

3. On all claims:

- 1 a. An award of interest, including prejudgment interest at the legal rate;
2 b. Such other and further relief as the Court deems just and equitable; and
3 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law,
4 including but not limited to pursuant to California Labor Code sections 218.5, 226,
5 and/or 1194.

6
7 DATED: October 30, 2024

LAWYERS *for* JUSTICE, PC



By: _____

Arman Marukyan

Attorneys for Plaintiff