

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

OLLI SALUMERIA AMERICANA, LLC; and Does 1 through 50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

VIOLENA PEREZ MARTINEZ, an individual, on behalf of herself, and on behalf of all other aggrieved employees,

*FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/05/2022 at 01:30:32 PM
Clerk of the Superior Court
By Marfil Estrada, Deputy Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Diego Superior Courthouse
330 W Broadway
San Diego, CA 92101

CASE NUMBER: 37-2022-00017063-CU-OE-CTL
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. SBN: 248676 Tel: (619) 599-8292 Fax: (619) 599-8291
JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 05/06/2022
(Fecha)

Clerk, by M. Estrada, Deputy
(Secretario) M. Estrada (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
5440 Morehouse Drive, Suite 3600
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Telephone: (619) 599-8292
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By Marfil Estrada, Deputy Clerk

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Attorneys for Plaintiff VIOLENA PEREZ MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

VIOLENA PEREZ MARTINEZ, an individual, on behalf of herself, and on behalf of all other aggrieved employees,

Plaintiff,

vs.

OLLI SALUMERIA AMERICANA, LLC; and Does 1 through 50, Inclusive,

Defendants.

Case No.: 37-2022-00017063-CU-OE-CTL

REPRESENTATIVE ACTION COMPLAINT FOR:

- 1. VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT AT LABOR CODE SECTIONS 2698, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff VIOLENA PEREZ MARTINEZ (“PLAINTIFF”) on behalf of the people of the
2 State of California and as “aggrieved employees” acting as a private attorney general under the
3 Labor Code Private Attorney General Action of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against OLLI SALUMERIA AMERICANA, LLC
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code § 2699.**

11 To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations in this action, but simply the
13 civil penalties permitted by California Labor Code § 2699. Notwithstanding, PLAINTIFF is not
14 abandoning her right to pursue her individual claims for, *inter alia*, DEFENDANT’s alleged wage
15 violations, and/or general or special damages arising from those violations, and she fully intends
16 to, at a future date, pursue claims for those individual claims and damages.

17 2. California has enacted the PAGA to permit an individual to bring an action on
18 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
19 nature of this action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT’s
21 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any
22 other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be
23 construed as attempting to obtain any relief that would not be available in a PAGA-only action.

24 **THE PARTIES**

25 4. Defendant OLLI SALUMERIA AMERICANA, LLC (“DEFENDANT”) is a
26 Virginia limited liability company that at all relevant times mentioned herein conducted and
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1 continues to conduct substantial business in the State of California, county of San Diego, and
2 operates a business that sells, develops, and commercializes packaged foods.

3 5. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
5 unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to
6 Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the
7 true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF
8 is informed and believes, and based upon that information and belief alleges, that the Defendant
9 named in this Complaint, including DOES 1 through 50, inclusive (hereinafter collectively
10 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 6. The agents, servants and/or employees of the DEFENDANTS and each of them
13 acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority
14 as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the
15 conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
16 Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all
17 DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for
18 the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants
19 and/or employees.

20 7. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
21 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or
22 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
23 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
24 are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all
25 relevant times.

26 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
27 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
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1 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
2 employee a wage less than the minimum fixed by California state law, and as such, are subject to
3 civil penalties for each underpaid employee.

4 9. PLAINTIFF was employed by DEFENDANTS in California from July of 2019 to
5 December of 2021 and at all times was classified by DEFENDANTS as a non-exempt employee,
6 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
7 minimum and overtime wages due for all time worked.

8 10. PLAINTIFF, and such persons that may be added from time to time who satisfy the
9 requirements and exhaust the administrative procedures under the Private Attorney General Act,
10 bring this Representative Action on behalf of the State of California with respect to herself and all
11 individuals who are or previously were employed by DEFENDANTS as non-exempt employees
12 in California (the "AGGRIEVED EMPLOYEES") during the time period of March 1, 2021 until
13 the present (the "PAGA PERIOD").

14 11. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
15 or formerly employed by DEFENDANTS during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699, *et seq.* seeking penalties for DEFENDANTS' violation of
17 California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7,
18 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, &
19 2804 and the applicable Wage Order. Based upon the foregoing, PLAINTIFF and all
20 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699,
21 *et seq.*

22 **JURISDICTION AND VENUE**

23 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure, Section 410.10.

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANTS (i) currently maintains and at all relevant times
27 maintained offices and facilities in this County and/or conducts substantial business in this County,
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1 and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF and
2 the AGGRIEVED EMPLOYEES.

3 **THE CONDUCT**

4 14. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
6 matter of company policy, practice and procedure, intentionally, knowingly and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay
9 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all time worked, failed compensate
10 PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and
12 other AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse
13 PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and failed to issue to
14 PLAINTIFF and the AGGRIEVED EMPLOYEES with accurate itemized wage statements
15 showing, among other things, all applicable hourly rates in effect during the pay periods and the
16 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and
17 practices are intended to purposefully avoid the accurate and full payment for all time worked as
18 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
19 advantage over competitors who comply with the law. To the extent equitable tolling operates to
20 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD
21 should be adjusted accordingly.

22 **A. Meal Period Violations**

23 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
24 were required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
25 meaning the time during which an employee is subject to the control of an employer, including all
26 the time the employee is suffered or permitted to work. From time-to-time during the PAGA
27 PERIOD, DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work
28 without paying them for all the time they were under DEFENDANTS' control. Specifically, as a

1 result of PLAINTIFF's demanding work requirements and DEFENDANTS' understaffing,
2 DEFENDANTS from time-to-time required PLAINTIFF to work during what was supposed to be
3 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
4 even receive a partial lunch. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES
5 forfeited minimum wage and overtime wages by regularly working without their time being
6 accurately recorded and without compensation at the applicable minimum wage and overtime
7 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
8 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS' business
9 records.

10 16. From time-to-time during the PAGA PERIOD, as a result of their rigorous work
11 requirements and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
12 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off-duty
13 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
14 AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by
15 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
16 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and AGGRIEVED
17 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
18 were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature
19 of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify
20 for limited and narrowly construed "on-duty" meal period exception. When they were provided
21 with meal periods, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time,
22 required to remain on duty and on call. PLAINTIFF and other AGGRIEVED EMPLOYEES
23 therefore forfeited meal breaks without additional compensation and in accordance with
24 DEFENDANTS' strict corporate policy and practice.

25 **B. Rest Period Violations**

26 17. From time-to-time during the PAGA PERIOD, PLAINTIFF and other
27 AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4)
28 hours without being provided ten (10) minute rest periods as a result of their rigorous work

1 requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons these
2 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
3 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
4 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
5 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
6 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
7 other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and/or on
8 call. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour
9 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
10 inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time
11 denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

12 **C. Wage Statement Violations**

13 18. California Labor Code Section 226 requires an employer to furnish its employees
14 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked,
15 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net
16 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
17 the employee and only the last four digits of the employee's social security number or an employee
18 identification number other than a social security number, (8) the name and address of the legal
19 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and
20 the corresponding number of hours worked at each hourly rate by the employee.

21 19. From time to time during the PAGA PERIOD, when PLAINTIFF and other
22 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurate missed meal
23 and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to
24 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
25 statements which failed to show, among other things, the total hours worked and all applicable
26 hourly rates in effect during the pay period and the corresponding amount of time worked at each
27 hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Further,
28 from time to time, DEFENDANTS included Sick Pay, Holiday and Vacation hours into the

1 computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding
2 the fact that Sick Pay, Holiday and Vacation hours are not considered hours worked.
3 DEFENDANTS' inclusion of Sick Pay, Holiday and Vacation hours into the total hours worked
4 in itemized wage statements issued to PLAINTIFF and other AGGRIEVED EMPLOYEES
5 violates Cal. Lab. Code § 226(a)(2).

6 20. DEFENDANTS, from time to time, failed to provide PLAINTIFF and the
7 AGGRIEVED EMPLOYEES with wage statements that comply with Cal. Lab. Code § 226.
8 Specifically, DEFENDANTS failed to include the correct total number of hours worked on the
9 wage statements.

10 21. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
11 AGGRIEVED EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further,
12 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an
13 unintentional payroll error due to clerical or inadvertent mistake.

14 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

15 22. During the PAGA PERIOD, from time-to-time DEFENDANTS failed and
16 continues to fail to accurately pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all
17 hours worked.

18 23. During the PAGA PERIOD, from time-to-time DEFENDANTS required
19 PLAINTIFF and other AGGRIEVED EMPLOYEES to perform pre-shift and post-shift work,
20 which included spending time under DEFENDANTS' control for which she was not compensated.
21 This resulted in PLAINTIFF and other AGGRIEVED EMPLOYEES to have to work while off-
22 the-clock.

23 24. During the PAGA PERIOD, from time-to-time DEFENDANTS required
24 PLAINTIFF and other AGGRIEVED EMPLOYEES to remain available for work-related
25 communications while off-the-clock.

26 25. DEFENDANTS directed and directly benefited from the uncompensated off-the-
27 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.
28

1 26. DEFENDANTS controlled the work schedules, duties, protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other AGGRIEVED
3 EMPLOYEES.

4 27. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
5 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
6 or pay PLAINTIFF and the other AGGRIEVED EMPLOYEES all wages earned and owed for all
7 the work they performed.

8 28. PLAINTIFF and the other AGGRIEVED EMPLOYEES were non-exempt
9 employees, subject to the requirements of the California Labor Code.

10 29. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
11 AGGRIEVED EMPLOYEES of all minimum, regular, overtime, and double time wages owed for
12 the off-the-clock work activities. Because PLAINTIFF and the other AGGRIEVED
13 EMPLOYEES typically worked over 40 hours in a workweek, and more than eight (8) hours per
14 day, DEFENDANTS' policies and practices also deprived them of overtime pay.

15 30. DEFENDANTS knew or should have known that PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

17 31. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
18 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the
19 time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay
20 PLAINTIFF and the AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
21 applicable law is evidenced by DEFENDANTS' business records.

22 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
23 **and Sick Pay**

24 32. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue
25 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for
26 their overtime and double time hours worked, meal and rest period premiums, and sick pay. As a
27 result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for
28 working overtime without compensation at the correct overtime and double time rates, meal and

1 rest period premiums, and sick pay rates. DEFENDANTS' uniform policy and practice to not pay
2 the AGGRIEVED EMPLOYEES the correct rate for all overtime and double time worked, meal
3 and rest period premiums, and sick pay in accordance with applicable law is evidenced by
4 DEFENDANTS' business records.

5 33. State law provides that employees must be paid overtime at one-and-one-half times
6 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were
7 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
8 employee's performance.

9 34. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
10 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
11 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
12 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
13 basis with bonus compensation when the employees met the various performance goals set by
14 DEFENDANTS.

15 35. However, from-time-to-time, when calculating the regular rate of pay, in those pay
16 periods where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double
17 time, paid meal and rest period premium payments, and/or paid sick pay, and earned non-
18 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
19 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
20 rather than just all non-overtime hours worked. Management and supervisors described the
21 incentive/bonus program to potential and new employees as part of the compensation package. As
22 a matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
23 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in
24 a systematic underpayment of overtime and double time compensation, meal and rest period
25 premiums, and sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES by
26 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for
27 non-employees shall be calculated in the same manner as the regular rate of pay for the workweek
28 in which the non-exempt employee uses paid sick time, whether or not the employee actually

1 works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to
2 include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay
3 compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable
4 under Cal. Labor Code Sections 201, 202, 203 and/or 204.

5 36. In violation of the applicable sections of the California Labor Code and the
6 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
7 matter of company policy, practice and procedure, intentionally and knowingly failed to
8 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the correct rate of pay for
9 all overtime and double time worked, meal and rest period premiums, and sick pay. This uniform
10 policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the correct
11 overtime and double time compensation, meal and rest period premiums, and sick pay as required
12 by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage
13 over competitors who complied with the law. To the extent equitable tolling operates to toll claims
14 by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be
15 adjusted accordingly.

16 **F. Unlawful Rounding Violations**

17 91. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
18 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
19 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
20 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
21 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time
22 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally
23 round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and the
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 and other AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time
27 worked by working without their time being accurately recorded and without compensation at
28 the applicable overtime rates.

1 92. Further, the mutability of DEFENDANTS’ timekeeping system and unlawful
2 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES’ time
3 being inaccurately recorded. As a result, from time to time, DEFENDANTS’ unlawful rounding
4 policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as
5 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
6 duty meal break. Additionally, DEFENDANTS’ unlawful rounding policy and practice caused
7 PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as ordered by DEFENDANTS
8 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

9 **G. Failure to Provide Personnel Files**

10 93. Subsequent to PLAINTIFF’S termination, on December 8, 2021 and January 13,
11 2022, PLAINTIFF caused written requests via certified mail to be delivered to DEFENDANTS
12 for PLAINTIFF’S personnel and employment records, including but not limited to (1) payroll
13 records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFF’S complete
14 employment file.

15 94. DEFENDANTS failed to provide and/or make available to PLAINTIFF her
16 personnel records, payroll records, employment contracts, and entire employment file within
17 (30) days of all her requests stated above. In fact, as of the date of filing of this complaint,
18 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
19 DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and provide
20 PLAINTIFF with her employment file. Section 1198.5 states that employees (and former
21 employees) have the right to inspect personnel records maintained by the employer “related to
22 the employee’s performance or to any grievance concerning the employee.” Employers must
23 allow inspection or copying within thirty (30) days of the request. PLAINTIFF requested her
24 employment file via certified mail and DEFENDANTS failed to respond. As a result,
25 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab.
26 Code Section 1198.5, a statutory penalty, and an award of attorneys’ fees and costs for bringing
27 this action.

1 **H. Violations for Untimely Payment of Wages**

2 95. Pursuant to California Labor Code section 204, PLAINTIFF and the
3 AGGRIEVED EMPLOYEES were entitled to timely payment of wages during their
4 employment. PLAINTIFF and the AGGRIEVED EMPLOYEES, from time to time, did not
5 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
6 meal period premium wages, and rest period premium wages within permissible time period.

7 **I. Unlawful Deductions**

8 96. DEFENDANTS, from time-to-time unlawfully deducted wages from
9 PLAINTIFF and AGGRIEVED EMPLOYEES’ pay without explanations and without
10 authorization to do so or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a
11 result, DEFENDANTS violated Labor Code § 221.

12 97. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
13 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
14 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
16 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
17 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided
18 PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call, for the
19 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during
20 what was supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and
21 rest breaks without additional compensation and in accordance with DEFENDANTS’ strict
22 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a
23 paystub that failed to comply with Cal. Lab. Code § 226. Further, failed to provide and/or make
24 available to PLAINTIFF her personnel records, payroll records, employment contracts, and
25 entire employment file within (30) days of all her requests on December 8, 2021 and January 13,
26 2022. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and
27
28

1 double time compensation still owed to her or any penalty wages owed to her under Cal. Lab.
2 Code § 203.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

5 **[Cal. Lab. Code §§ 2698 et seq.]**

6 **(Alleged by PLAINTIFF against all Defendants)**

7 37. PLAINTIFF realleges and incorporate by this reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 43. PAGA is a mechanism by which the State of California itself can enforce state labor
10 laws through the employee suing under the PAGA who does so as the proxy or agent of the state's
11 labor law enforcement agencies. An action to recover civil penalties under PAGA is
12 fundamentally a law enforcement action designed to protect the public and not to benefit private
13 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
14 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA,
15 the California Legislature specified that "it was ... in the public interest to allow aggrieved
16 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
17 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

18 44. PLAINTIFF, and such persons that may be added from time to time who satisfy the
19 requirements and exhaust the administrative procedures under the Private Attorney General Act,
20 bring this Representative Action on behalf of the State of California with respect to herself and all
21 individuals who are or previously were employed by DEFENDANTS as non-exempt employees
22 in California during the time period of March 1, 2021 until the present (the "AGGRIEVED
23 EMPLOYEES").

24 45. On March 1, 2022, PLAINTIFF gave written notice by certified mail to the Labor
25 and Workforce Development Agency (the "Agency") and the employer of the specific
26 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
27 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period
28

1 for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
2 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
3 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
4 EMPLOYEES as herein defined.

5 46. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because Defendant (a) failed to pay PLAINTIFF and other AGGRIEVED
7 EMPLOYEES minimum wages and overtime wages, (b) failed to provide PLAINTIFF and other
8 AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay PLAINTIFF
9 and other AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay
10 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all time worked, and (e) failed to
11 provide accurate itemized wage statements, all in violation of the applicable Labor Code sections
12 listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203,
13 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
14 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, & 2804 and the applicable Industrial Wage Order(s),
15 and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks
16 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
17 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
18 and the other AGGRIEVED EMPLOYEES.

19 47. Some or all of the conduct and violations alleged herein occurred during the PAGA
20 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
21 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
22 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
23 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
24 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by **at least one** Labor
25 Code violation committed by an employer—to **pursue penalties for all the Labor Code**
26 **violations committed by that employer.**”], Emphasis added, reh'g denied (June 13, 2018).)

27 ///

1 **PRAYER FOR RELIEF**

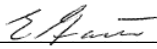
2 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly
3 and severally, as follows:

4 1. On behalf of the State of California and with respect to all AGGRIEVED
5 EMPLOYEES:

- 6 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
7 General Act of 2004; and
8 b. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

9 Dated: May 5, 2022

JCL LAW FIRM, APC

10
11 
12 Eduardo Garcia
13 Attorney for PLAINTIFF

14 **DEMAND FOR A JURY TRIAL**

15 PLAINTIFF demands a jury trial on issues triable to a jury.

16
17 DATED: May 5, 2022

JCL LAW FIRM, APC


18
19 
20 Eduardo Garcia
21 Attorney for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #46601

March 1, 2022

**Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency**

Online Filing

OLLI SALUMERIA AMERICANA, LLC

c/o RONDALL POWERS

1301 Rocky Point Drive

Oceanside, CA 92056

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 5917

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff VIOLENA PEREZ MARTINEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant OLLI SALUMERIA AMERICANA, LLC (“Defendant”). Plaintiff was employed by Defendant in California from July of 2019 to December of 2021 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff VIOLENA PEREZ MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

VIOLENA PEREZ MARTINEZ, an individual,
on behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

OLLI SALUMERIA AMERICANA, LLC, a
Virginia Limited Liability Company; and
DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 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 PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB.

CODE §§ 201, 202 AND 203; and,
8) FAILURE TO PROVIDE PERSONNEL
FILES IN VIOLATION OF CAL. LAB.
CODE § 1198.5.

DEMAND FOR A JURY TRIAL

Plaintiff VIOLENA PEREZ MARTINEZ (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant OLLI SALUMERIA AMERICANA, LLC, (“DEFENDANT”) is a Virginia limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, operates a business that sells, develops, and commercializes packaged foods, including in the county of San Diego.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50, inclusive, (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3. The agents, servants, and/or employees of the DEFENDANT and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendant, and personally participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the

1 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 Defendant's agents, servants and/or employees.

3 4. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
4 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
5 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
6 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
7 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
8 at all relevant times.

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

14 6. PLAINTIFF was employed by DEFENDANT in California from July of 2019 to
15 December of 2021 and at all times was classified by DEFENDANT as a non-exempt employee,
16 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
17 minimum and overtime wages due for all time worked.

18 7. PLAINTIFF brings this Class Action on behalf of herself and a California class,
19 defined as all persons who are or previously were employed by DEFENDANT in California and
20 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
21 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
22 by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
23 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

24 8. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
25 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
26 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
27 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
28 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction

1 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
2 other members of the CALIFORNIA CLASS who have been economically injured by
3 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
4 relief.

5 9. DEFENDANT's uniform policies and practices alleged herein were unlawful,
6 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
7 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

8 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
9 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
10 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
11 injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
12 equitable relief.

13 **JURISDICTION AND VENUE**

14 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
16 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
17 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

18 12. Venue is proper in this Court pursuant to California Code of Civil Procedure,
19 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
20 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
21 in this County and/or conducts substantial business in this County, and (ii) committed the
22 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

23 **THE CONDUCT**

24 13. In violation of the applicable sections of the California Labor Code and the
25 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
26 matter of company policy, practice and procedure, intentionally, knowingly and systematically
27 failed to provide legally compliant meal and rest periods, failed to accurately compensate
28 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest

1 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
2 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
3 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
4 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest
5 premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS
6 Members for business expenses, and failed to issue to PLAINTIFF and the members of the
7 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
8 applicable hourly rates in effect during the pay periods and the 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
11 law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
12 who comply with the law. To the extent equitable tolling operates to toll claims by the
13 CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
14 accordingly.

15 **A. Meal Period Violations**

16 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
17 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
18 meaning the time during which an employee is subject to the control of an employer, including
19 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
20 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
21 without paying them for all the time they were under DEFENDANT's control. Specifically, as a
22 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,
23 DEFENDANT from time to time required PLAINTIFF to work during what was supposed to be
24 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
25 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
26 Members forfeited minimum wage and overtime wages by regularly working without their time
27 being accurately recorded and without compensation at the applicable minimum wage and
28 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other

1 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT’s business
2 records.

3 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
4 requirements and DEFENDANT’s inadequate staffing practices, PLAINTIFF and other
5 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-
6 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
7 other CALIFORNIA CLASS Members were required from time to time to perform work as
8 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
9 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
10 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which
11 these employees were required by DEFENDANT to work ten (10) hours of work from time to
12 time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS
13 Members does not qualify for limited and narrowly construed “on-duty” meal period exception.
14 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS
15 Members were, from time to time, required to remain on duty and on call. PLAINTIFF and other
16 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
17 compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

18 **B. Rest Period Violations**

19 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
20 CALIFORNIA CLASS members were also required from time to time to work in excess of four
21 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work
22 requirements and DEFENDANT’s inadequate staffing. Further, for the same reasons these
23 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
24 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
25 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
26 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
27 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
28 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or

1 on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
2 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's
3 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
4 time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

5 **C. Wage Statement Violations**

6 17. California Labor Code Section 226 requires an employer to furnish its employees
7 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked,
8 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net
9 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
10 of the employee and only the last four digits of the employee's social security number or an
11 employee identification number other than a social security number, (8) the name and address of
12 the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay
13 period and the corresponding number of hours worked at each hourly rate by the employee.

14 18. From time to time during the CLASS PERIOD, when PLAINTIFF and other
15 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
16 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
17 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
18 wage statements which failed to show, among other things, the total hours worked and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
21 periods. Further, from time to time, DEFENDANTS included Sick Pay, Holiday and Vacation
22 hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
23 notwithstanding the fact that Sick Pay, Holiday and Vacation hours are not considered hours
24 worked. DEFENDANTS' inclusion of Sick Pay, Holiday and Vacation hours into the total hours
25 worked in itemized wage statements issued to PLAINTIFF and other CALIFORNIA CLASS
26 Members violates Cal. Lab. Code § 226(a)(2).

27 19. DEFENDANT, from time to time, failed to provide PLAINTIFF and the
28 CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

1 Specifically, DEFENDANT failed to include the correct total number of hours worked on the
2 wage statements.

3 20. As a result, DEFENDANT issued PLAINTIFF and the other members of the
4 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
5 DEFENDANT's violations are knowing and intentional, were not isolated or due to an
6 unintentional payroll error due to clerical or inadvertent mistake.

7 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

8 21. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
9 continues to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
10 CLASS for all hours worked.

11 22. During the CLASS PERIOD, from time-to-time DEFENDANT required
12 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift and post-shift
13 work, which included spending time under DEFENDANT's control for which she was not
14 compensated. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to
15 have to work while off-the-clock.

16 23. DEFENDANT directed and directly benefited from the uncompensated off-the-
17 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

18 24. DEFENDANT controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFF and the other members of the
20 CALIFORNIA CLASS.

21 25. DEFENDANT was able to track the amount of time PLAINTIFF and the other
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
24 wages earned and owed for all the work they performed.

25 26. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
26 exempt employees, subject to the requirements of the California Labor Code.

27 27. DEFENDANT's policies and practices deprived PLAINTIFF and the other
28 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages

1 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the
2 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
3 hours per day, DEFENDANT's policies and practices also deprived them of overtime pay.

4 28. DEFENDANT knew or should have known that PLAINTIFF and the other
5 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

6 29. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
7 forfeited wages due them for all hours worked at DEFENDANT's direction, control and benefit
8 for the time spent working while off-the-clock. DEFENDANT's uniform policy and practice to
9 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
10 in accordance with applicable law is evidenced by DEFENDANT's business records.

11 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
12 **Sick Pay**

13 30. From time-to-time during the CLASS PERIOD, DEFENDANT failed and
14 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
15 members for their overtime and double time hours worked, meal and rest period premiums, and
16 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
17 due them for working overtime without compensation at the correct overtime and double time
18 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and
19 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and
20 double time worked, meal and rest period premiums, and sick pay in accordance with applicable
21 law is evidenced by DEFENDANT's business records.

22 31. State law provides that employees must be paid overtime at one-and-one-half times
23 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
24 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
25 employee's performance.

26 32. The second component of PLAINTIFF's and other CALIFORNIA CLASS
27 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
28 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for

1 DEFENDANT. The non-discretionary bonus program provided all employees paid on an hourly
2 basis with bonus compensation when the employees met the various performance goals set by
3 DEFENDANT.

4 33. However, from-time-to-time, when calculating the regular rate of pay, in those pay
5 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
6 time, paid meal and rest period premium payments, and/or paid sick pay, and earned non-
7 discretionary bonus, DEFENDANT failed to accurately include the non-discretionary bonus
8 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
9 rather than just all non-overtime hours worked. Management and supervisors described the
10 incentive/bonus program to potential and new employees as part of the compensation package.
11 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
12 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
13 in a systematic underpayment of overtime and double time compensation, meal and rest period
14 premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS members by
15 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
16 for non-employees shall be calculated in the same manner as the regular rate of pay for the
17 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
18 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
19 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
20 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
21 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

22 34. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
24 matter of company policy, practice and procedure, intentionally and knowingly failed to
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
26 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
27 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
28 of the correct overtime and double time compensation, meal and rest period premiums, and sick

1 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
2 unfair advantage over competitors who complied with the law. To the extent equitable tolling
3 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
4 CLASS PERIOD should be adjusted accordingly.

5 **F. Unlawful Rounding Violations**

6 35. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
7 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
8 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
9 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
10 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
11 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
12 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
13 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
14 these employees for all their time worked, including the applicable overtime compensation for
15 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time
16 to time, forfeited compensation for their time worked by working without their time being
17 accurately recorded and without compensation at the applicable overtime rates.

18 36. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
19 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
20 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
21 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
22 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
23 off-duty meal break. Additionally, DEFENDANTS' unlawful rounding policy and practice
24 caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by
25 DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-duty
26 meal break.

27 ///

28 ///

1 **G. Failure to Provide Personnel Files**

2 37. Subsequent to PLAINTIFF’S termination, on December 8, 2021 and January 13,
3 2022, PLAINTIFF caused written requests via certified mail to be delivered to DEFENDANTS
4 for PLAINTIFF’S personnel and employment records, including but not limited to (1) payroll
5 records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFF’S complete
6 employment file.

7 38. DEFENDANTS failed to provide and/or make available to PLAINTIFF her
8 personnel records, payroll records, employment contracts, and entire employment file within (30)
9 days of all her requests stated above. In fact, as of the date of filing of this complaint,
10 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
11 DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and provide
12 PLAINTIFF with her employment file. Section 1198.5 states that employees (and former
13 employees) have the right to inspect personnel records maintained by the employer “related to the
14 employee’s performance or to any grievance concerning the employee.” Employers must allow
15 inspection or copying within thirty (30) days of the request. PLAINTIFF requested her
16 employment file via certified mail and DEFENDANTS failed to respond. As a result, PLAINTIFF
17 is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section
18 1198.5, a statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

19 **H. Violations for Untimely Payment of Wages**

20 39. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
21 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
22 paid not more than seven calendar days following the close of the payroll period. Cal. Lab. Code
23 § 210 provides:

24 [I]n addition to, and entirely independent and apart from, any other penalty
25 provided in this article, every person who fails to pay the wages of each employee
26 as provided in Sections. . . .204. . . shall be subject to a civil penalty as follows: (1)
27 For any initial violation, one hundred dollars (\$100) for each failure to pay each
28 employee; (2) For each subsequent violation, or any willful or intentional violation,
two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent
of the amount unlawfully withheld.

1 40. DEFENDANT from time to time failed to pay PLAINTIFF and members of the
2 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
3 period in accordance with Cal. Lab. Code § 204(d).

4 **I. Unlawful Deductions**

5 41. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
6 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
7 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
8 DEFENDANTS violated Labor Code § 221.

9 42. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
10 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
11 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
12 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
13 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
14 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
15 with a rest break, they required PLAINTIFF to remain on-duty and on-call, for the rest break.
16 DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during what was
17 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
18 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy
19 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a paystub that failed to
20 comply with Cal. Lab. Code § 226. Further, failed to provide and/or make available to
21 PLAINTIFF her personnel records, payroll records, employment contracts, and entire
22 employment file within (30) days of all her requests on December 8, 2021 and January 13, 2022.
23 To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double
24 time compensation still owed to her or any penalty wages owed to her under Cal. Lab. Code §
25 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value
26 of \$75,000.

27 **J. CLASS ACTION ALLEGATIONS**

28

1 43. PLAINTIFF brings the First through Seventh Causes of Action as a class action
2 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANT’s current
3 and former non-exempt California employees (“CALIFORNIA CLASS”) during the period
4 beginning four years prior to the filing of the Complaint and ending on a date determined by the
5 Court (“CLASS PERIOD”).

6 44. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
7 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
8 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
9 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
10 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
11 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

12 45. The members of the class are so numerous that joinder of all class members is
13 impractical.

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

- 23 a. Whether DEFENDANT maintained legally compliant meal period policies and
24 practices;
- 25 b. Whether DEFENDANT maintained legally compliant rest period policies and
26 practices;
- 27 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
28 Members accurate premium payments for missed meal and rest periods;

- 1 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 2 Members accurate overtime wages;
- 3 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 4 Members at least minimum wage for all hours worked;
- 5 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
- 6 CLASS Members for required business expenses;
- 7 g. Whether DEFENDANT issued legally compliant wage statements;
- 8 h. Whether DEFENDANT committed an act of unfair competition by systematically
- 9 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 10 CLASS for all time worked;
- 11 i. Whether DEFENDANT committed an act of unfair competition by systematically
- 12 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 13 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
- 14 of this work, required employees to perform this work and permits or suffers to
- 15 permit this work;
- 16 j. Whether DEFENDANT committed an act of unfair competition in violation of the
- 17 UCL, by failing to provide the PLAINTIFF and the other members of the
- 18 CALIFORNIA CLASS with the legally required meal and rest periods.

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

21 48. PLAINTIFF’s claims are typical of the claims of the class, and PLAINTIFF has
22 the same interests as the other members of the class.

23 49. PLAINTIFF will fairly and adequately represent and protect the interests of the
24 CALIFORNIA CLASS Members.

25 50. PLAINTIFF retained able class counsel with extensive experience in class action
26 litigation.

27 51. Further, PLAINTIFF’s interests are coincident with, and not antagonistic to, the
28 interests of the other CALIFORNIA CLASS Members.

1 52. There is a strong community of interest among PLAINTIFF and the members of
2 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
3 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
4 sustained.

5 53. The questions of law and fact common to the CALIFORNIA CLASS Members
6 predominate over any questions affecting only individual members, including legal and factual
7 issues relating to liability and damages.

8 54. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because joinder of all class members is impractical. Moreover,
10 since the damages suffered by individual members of the class may be relatively small, the
11 expense and burden of individual litigation makes it practically impossible for the members of the
12 class individually to redress the wrongs done to them. Without class certification and
13 determination of declaratory, injunctive, statutory and other legal questions within the class
14 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
15 create the risk of:

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

19 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
20 which would as a practical matter be dispositive of the interests of the other
21 members not party to the adjudication or substantially impair or impeded their
22 ability to protect their interests.

23 55. Class treatment provides manageable judicial treatment calculated to bring an
24 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
25 the conduct of DEFENDANT.

26 **FIRST CAUSE OF ACTION**

27 **Unlawful Business Practices**

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

1 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

2 56. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
3 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
4 Complaint.

5 57. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
6 Code § 17021.

7 58. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
8 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
9 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
10 as follows:

11 Any person who engages, has engaged, or proposes to engage in unfair competition
12 may be enjoined in any court of competent jurisdiction. The court may make such
13 orders or judgments, including the appointment of a receiver, as may be necessary
14 to prevent the use or employment by any person of any practice which constitutes
15 unfair competition, as defined in this chapter, or as may be necessary to restore to
16 any person in interest any money or property, real or personal, which may have
17 been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code §
18 17203).

19 59. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
22 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
23 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
24 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
25 unfair competition, including restitution of wages wrongfully withheld.

26 60. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
27 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
28 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.

1 61. By the conduct alleged herein, DEFENDANT's practices were deceptive and
2 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
3 mandated meal and rest periods and the required amount of compensation for missed meal and
4 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
5 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
6 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
7 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

12 63. By the conduct alleged herein, DEFENDANT's practices were also unfair and
13 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
14 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
15 as required by Cal. Lab. Code §§ 226.7 and 512.

16 64. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
18 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
19 each workday in which a second off-duty meal period was not timely provided for each ten (10)
20 hours of work.

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

24 66. By and through the unlawful and unfair business practices described herein,
25 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
26 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
27 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
28

1 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
2 to unfairly compete against competitors who comply with the law.

3 67. All the acts described herein as violations of, among other things, the Industrial
4 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
5 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
6 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
7 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

13 69. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
14 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
15 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
16 engaging in any unlawful and unfair business practices in the future.

17 70. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
18 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
19 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
20 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
21 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
22 and economic harm unless DEFENDANT is restrained from continuing to engage in these
23 unlawful and unfair business practices.

24 **SECOND CAUSE OF ACTION**

25 **Failure To Pay Minimum Wages**

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

27 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

28

1 71. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

4 72. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
5 for DEFENDANT’S willful and intentional violations of the California Labor Code and the
6 Industrial Welfare Commission requirements for DEFENDANT’S failure to accurately calculate
7 and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS Members.

8 73. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
9 policy, an employer must timely pay its employees for all hours worked.

10 74. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
12 the minimum so fixed is unlawful.

13 75. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages,
14 including minimum wage compensation and interest thereon, together with the costs of suit.

15 76. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
16 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
17 worked. As set forth herein, DEFENDANT’S uniform policy and practice was to unlawfully and
18 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
19 CALIFORNIA CLASS.

20 77. DEFENDANT’S uniform pattern of unlawful wage and hour practices manifested,
21 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
22 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
23 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

24 78. In committing these violations of the California Labor Code, DEFENDANT
25 inaccurately calculated the amount of time worked and consequently underpaid the actual time
26 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
27 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
28

1 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
2 laws and regulations.

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

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

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

14 82. DEFENDANT knew or should have known that PLAINTIFF and the other
15 members of the CALIFORNIA CLASS are under-compensated for their time worked.
16 DEFENDANT systematically elected, either through intentional malfeasance or gross
17 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
18 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
19 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
20 for their time worked.

21 83. In performing the acts and practices herein alleged in violation of California labor
22 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
23 and provide them with the requisite compensation, DEFENDANT acted and continues to act
24 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
25 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
26 consequences to them, and with the despicable intent of depriving them of their property and legal
27 rights, and otherwise causing them injury in order to increase company profits at the expense of
28 these employees.

1 unless they receive additional compensation beyond their regular wages in amounts specified by
2 law.

3 89. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
4 including minimum wage and overtime compensation and interest thereon, together with the costs
5 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
6 than those fixed by the Industrial Welfare Commission is unlawful.

7 90. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
8 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
9 they worked, including overtime work.

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

17 92. In committing these violations of the California Labor Code, DEFENDANT
18 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
19 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
20 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
21 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
22 regulations.

23 93. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
24 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
25 compensation for overtime worked.

26 94. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
27 from the overtime requirements of the law. None of these exemptions are applicable to the
28 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the

1 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
2 agreement that would preclude the causes of action contained herein this Complaint. Rather,
3 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on
4 DEFENDANT's violations of non- negotiable, non-waivable rights provided by the State of
5 California.

6 95. During the CLASS PERIOD, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
8 constituting a failure to pay all earned wages.

9 96. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of
10 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
11 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
12 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
13 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
14 evidenced by DEFENDANT's business records and witnessed by employees.

15 97. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all
17 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA
18 CLASS have suffered and will continue to suffer an economic injury in amounts which are
19 presently unknown to them, and which will be ascertained according to proof at trial.

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

26 99. In performing the acts and practices herein alleged in violation of California labor
27 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
28 worked and provide them with the requisite overtime compensation, DEFENDANT acted and

1 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
2 members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights,
3 or the consequences to them, and with the despicable intent of depriving them of their property
4 and legal rights, and otherwise causing them injury in order to increase company profits at the
5 expense of these employees.

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

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20 **FOURTH CAUSE OF ACTION**

21 **Failure To Provide Required Meal Periods**

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

23 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

24 101. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
26 Complaint.

27 102. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
28 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as

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

13 103. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
14 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
15 who were not provided a meal period, in accordance with the applicable Wage Order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

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

21 **FIFTH CAUSE OF ACTION**

22 **Failure To Provide Required Rest Periods**

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

24 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 105. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.

28

1 109. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

3 110. Cal. Labor Code § 226 provides that an employer must furnish employees with an
4 “accurate itemized” statement in writing showing:

- 5 a. Gross wages earned,
- 6 b. (2) total hours worked by the employee, except for any employee whose
7 compensation is solely based on a salary and who is exempt from payment
8 of overtime under subdivision (a) of Section 515 or any applicable order of
9 the Industrial Welfare Commission,
- 10 c. the number of piece-rate units earned and any applicable piece rate if the employee
11 is paid on a piece-rate basis,
- 12 d. all deductions, provided that all deductions made on written orders of the employee
13 may be aggregated and shown as one item,
- 14 e. net wages earned,
- 15 f. the inclusive dates of the period for which the employee is paid,
- 16 g. the name of the employee and his or her social security number, except that by
17 January 1, 2008, only the last four digits of his or her social security number of an
18 employee identification number other than social security number may be shown
19 on the itemized statement,
- 20 h. the name and address of the legal entity that is the employer, and
- 21 i. all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 111. From time to time during the CLASS PERIOD, when PLAINTIFF and other
24 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
25 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
26 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
27 wage statements which failed to show, among other things, the total hours worked and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 115. Cal. Lab. Code § 200 provides that:

2 As used in this article:

3 (d) "Wages" includes all amounts for labor performed by employees of every
4 description, whether the amount is fixed or ascertained by the standard of time,
5 task, piece, Commission basis, or other method of calculation.

6 (e) "Labor" includes labor, work, or service whether rendered or performed under
7 contract, subcontract, partnership, station plan, or other agreement if the to be
8 paid for is performed personally by the person demanding payment.

9 116. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
10 an employee, the wages earned and unpaid at the time of discharge are due and payable
11 immediately."

12 117. Cal. Lab. Code § 202 provides, in relevant part, that:

13 If an employee not having a written contract for a definite period quits his or her
14 employment, his or her wages shall become due and payable not later than 72 hours
15 thereafter, unless the employee has given 72 hours previous notice of his or her intention
16 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
17 Notwithstanding any other provision of law, an employee who quits without providing a
18 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
19 designates a mailing address. The date of the mailing shall constitute the date of payment
20 for purposes of the requirement to provide payment within 72 hours of the notice of
21 quitting.

22 118. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
23 Members' employment contract.

24 119. Cal. Lab. Code § 203 provides:

25 If an employer willfully fails to pay, without abatement or reduction, in accordance with
26 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
27 quits, the wages of the employee shall continue as a penalty from the due date thereof at
28 the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

120. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
terminated, and DEFENDANT has not tendered payment of wages to these employees who were
underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
required by law.

121. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand
up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all

1 employees who terminated employment during the CLASS PERIOD and demand an accounting
2 and payment of all wages due, plus interest and statutory costs as allowed by law.

3 **EIGHTH CAUSE OF ACTION**

4 **FOR FAILURE TO PROVIDE PERSONNEL FILES**

5 **[Cal. Lab. Code § 1198.5]**

6 **(By PLAINTIFF Against All DEFENDANTS)**

7 122. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 123. Subsequent to PLAINTIFF’S termination, on December 8, 2021 and January 13,
10 2022, PLAINTIFF caused written requests via certified mail to be delivered to DEFENDANTS
11 for PLAINTIFF’S personnel and employment records, including but not limited to (1) payroll
12 records; (2) employment contracts; (3) itemized pay stubs; and (4) PLAINTIFF’S complete
13 employment file.

14 124. DEFENDANTS failed to provide and/or make available to PLAINTIFF her
15 personnel records, payroll records, employment contracts, and entire employment file within (30)
16 days of all her requests stated above. In fact, as of the date of filing of this complaint,
17 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

18 125. DEFENDANTS violated Cal. Lab. Code Section 1198.5 by failing to respond and
19 provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and former
20 employees) have the right to inspect personnel records maintained by the employer “related to the
21 employee’s performance or to any grievance concerning the employee.” Employers must allow
22 inspection or copying within thirty (30) days of the request. PLAINTIFF requested her
23 employment file via certified mail and DEFENDANTS failed to respond. As a result, PLAINTIFF
24 is now entitled to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section
25 1198.5, a statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
28 severally, as follows:

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- 1. On behalf of the CALIFORNIA CLASS:
 - a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
 - b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
 - c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
 - d. Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’s violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

- 2. On behalf of the CALIFORNIA CLASS:
 - a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
 - b. Compensatory damages, according to proof at trial, including compensatory damages for minimum wage and 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;
 - c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
 - d. 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 Cal. Lab. Code § 226
 - e. 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

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therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

DATED: March 1, 2022

ZAKAY LAW GROUP, APLC

By:  _____

Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: March 1, 2022

ZAKAY LAW GROUP, APLC

By:  _____

Shani O. Zakay
Attorney for PLAINTIFF

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

0111 Salumetia Americana, LLC
 c/o Randall Powers
 1301 Rocky Point Dr.
 Oceanside, CA 92056



9590 9402 6815 1074 9834 15

2. Article Number (Transfer from service label)

7021 2720 0000 9972 5917

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X CIA Agent

B. Received by (Printed Name)

L. D. P.

C. Date of Delivery

3/4/2

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Martinez Paga 3122

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| Mail | |
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| (over \$500) | |