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Clerk of the Superior Court  
By Georgina Ramirez, Deputy Clerk

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF COUNTY OF ORANGE**

Judge William Cluster

13 CARLOS VILLAROMAN, an individual, on  
14 behalf of herself and on behalf of all persons  
15 similarly situated,

16 Plaintiff,

17 v.

18 C.C.H.C., INC., a Corporation; and DOES 1-  
19 50, Inclusive,

20 Defendants.

Case No: 30-2018-01013128-CU-OE-CXC

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 3) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and
- 5) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203

**DEMAND FOR A JURY TRIAL**

CX-104

1 Plaintiff Carlos Villaroman (“PLAINTIFF”), an individual, on behalf of himself and all  
2 other similarly situated current and former employees, alleges on information and  
3 belief, except for his own acts and knowledge which are based on personal knowledge, the  
4 following:

5 **THE PARTIES**

6 1. Defendant C.C.H.C., Inc. (“DEFENDANT”) is a corporation that at all relevant  
7 times mentioned herein conducted and continues to conduct substantial and regular business in  
8 the state of California.

9 2. DEFENDANT operates a short-term rehabilitation facility which caters to  
10 patients and their recovery needs. DEFENDANTS operates this nursing facility in Anaheim,  
11 California.

12 3. PLAINTIFF was employed by DEFENDANT in California from August 2017 to  
13 February 2018 and was at all times classified by DEFENDANT as a non-exempt employee, paid  
14 on an hourly basis, and entitled to the legally required meal and rest periods.

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

22 5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
23 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
24 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice  
25 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and  
26 practice alleged herein was an unlawful, unfair and deceptive business practice whereby  
27 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members  
28 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA  
CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the  
named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been

1 economically injured by DEFENDANT's past and current unlawful conduct, and all other  
2 appropriate legal and equitable relief.

3 6. 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  
6 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege  
7 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.  
8 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that  
9 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are  
10 responsible in some manner for one or more of the events and happenings that proximately  
11 caused the injuries and damages hereinafter alleged

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

### 20 **THE CONDUCT**

21 8. As a result of their rigorous work schedules, PLAINTIFF and other  
22 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off  
23 duty meal breaks and are not fully relieved of duty for their meal periods. PLAINTIFF and other  
24 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
25 more than five (5) hours during some shifts without receiving a meal break. Further,  
26 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
27 off-duty meal period for some workdays in which these employees are required by  
28 DEFENDANT to work ten (10) hours of work. As a result, DEFENDANT's failure to provide  
PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is

1 evidenced by DEFENDANT's business records. PLAINTIFF and other members of the  
2 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in  
3 accordance with DEFENDANT's strict corporate policy and practice.

4 9. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
5 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
6 being provided ten (10) minute rest periods. Further, these employees were denied their first rest  
7 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours  
8 from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
9 worked of between six (6) and eight (8) hours from time to time, and a first, second and third  
10 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
11 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided  
12 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF  
13 and other CALIFORNIA CLASS Members were from time to time denied their proper rest  
14 periods by DEFENDANT and DEFENDANT's managers.

15 10. When PLAINTIFF and other CALIFORNIA CLASS Members were required to  
16 miss meal and rest breaks, DEFENDANT also failed to provide PLAINTIFF and the other  
17 members of the CALIFORNIA CLASS with complete and accurate wage statements which  
18 failed to show, among other things, the correct wages paid for missed meal and rest breaks. Cal.  
19 Lab. Code § 226 provides that every employer shall furnish each of his or her employees with  
20 an accurate itemized wage statement in writing showing, among other things, gross wages  
21 earned and all applicable hourly rates in effect during the pay period and the corresponding  
22 amount of time worked at each hourly rate. Additionally, the wage statements DEFENDANT  
23 issued to PLAINTIFF and other CALIFORNIA CLASS Members violated Cal. Lab. Code  
24 Section 226(a) in that DEFENDANT failed to correctly list the correct name of the legal entity  
25 that was the employer of PLAINTIFF and the CALIFORNIA CLASS Members. Aside, from  
26 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an  
27 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*  
28

1 As a result, DEFENDANT from time to time provided PLAINTIFF and the other members of  
2 the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

3 11. In violation of the applicable sections of the California Labor Code and the  
4 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a  
5 matter of company policy, practice and procedure, intentionally, knowingly and systematically  
6 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for  
7 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended to  
8 purposefully avoid the payment for all time worked as required by California law which allows  
9 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied  
10 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
11 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
12 accordingly.

13 12. By reason of this uniform conduct applicable to PLAINTIFF and the other  
14 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in  
15 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
16 (the "UCL"), by engaging in a uniform company-wide policy, practice and procedure which  
17 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFF and  
18 other CALIFORNIA CLASS Members. The proper recording of these employees' missed meal  
19 and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional  
20 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate  
21 and/or pay all required compensation for work performed by the members of the CALIFORNIA  
22 CLASS and violated the California Labor Code and regulations promulgated thereunder as  
23 herein alleged.

24 13. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally  
25 required off-duty meal and rest breaks to him as required by the applicable Wage Order and  
26 Labor Code. DEFENDANT did not have a policy or practice which provided timely off-duty  
27 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for his missed  
28 meal and rest breaks. The nature of the work performed by the PLAINTIFF did not prevent him

1 from being relieved of all of his duties for the legally required off-duty meal periods. As a  
2 result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal periods is  
3 evidenced by DEFENDANT's business records. As a result of DEFENDANT not accurately  
4 recording all missed meal and rest periods and/or reporting time wages due, the wage statements  
5 issued to PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code  
6 Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of his overtime wages  
7 due to him and DEFENDANT has failed to pay any penalty wages owed to him under  
8 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually  
9 does not exceed the sum or value of \$75,000.

#### 10 **JURISDICTION AND VENUE**

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

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

#### 20 **THE CALIFORNIA CLASS**

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22 16. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
23 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
24 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
25 individuals who are or previously were employed by DEFENDANT in California and classified  
26 as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period  
27 beginning four (4) years prior to the filing of this Complaint and ending on the date as  
28 determined by the Court (the "CALIFORNIA CLASS PERIOD") The amount in controversy

1 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars  
2 (\$5,000,000.00).

3 17. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
5 accordingly.

6 18. DEFENDANT, as a matter of company policy, practice and procedure, and in  
7 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
8 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
9 willfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal  
10 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though  
11 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and  
12 permits or suffers to permit this work.

13 19. DEFENDANT has the legal burden to establish that each and every  
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
15 required by California laws. The DEFENDANT, however, as a matter of uniform and  
16 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
17 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
18 CALIFORNIA CLASS Member is paid as required by law. This common business practice is  
19 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-  
20 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§  
21 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not elements of this claim.

22 20. The CALIFONRIA CLASS is so numerous that joinder of all CALIFORNIA  
23 CLASS Members is impracticable.

24 21. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under  
25 California law by:

- 26 a. Committing an act of unfair competition in violation of the UCL, by failing to  
27 provide mandatory meal and/or rest breaks to PLAINTIFF and the  
28 CALIFORNIA CLASS members.

1           22. The Class Action meets the statutory prerequisites for the maintenance of a Class  
2 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

3           a. The persons who comprise the CALIFORNIA CLASS are so numerous that the  
4 joinder of all such persons is impracticable and the disposition of their claims as  
5 a class will benefit the parties and the Court;

6           b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
7 raised in this Complaint are common to the CALIFORNIA CLASS will apply  
8 uniformly to every member of the CALIFORNIA CLASS;

9           c. The claims of the representative PLAINTIFF are typical of the claims of each  
10 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members  
11 of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on  
12 an hourly basis who was subjected to the DEFENDANT's deceptive practice and  
13 policy which failed to provide the legally required meal and rest periods to the  
14 CALIFORNIA CLASS and thereby systematically underpaid compensation to  
15 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury  
16 as a result of DEFENDANT's employment practices. PLAINTIFF and the  
17 members of the CALIFORNIA CLASS were and are similarly or identically  
18 harmed by the same unlawful, deceptive, unfair and pervasive pattern of  
19 misconduct engaged in by DEFENDANT; and

20           d. The representative PLAINTIFF will fairly and adequately represent and protect  
21 the interest of the CALIFORNIA CLASS, and have retained counsel who are  
22 competent and experienced in Class Action litigation. There are no material  
23 conflicts between the claims of the representative PLAINTIFF and the members  
24 of the CALIFORNIA CLASS that would make class certification inappropriate.  
25 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all  
26 CALIFORNIA CLASS Members.

27           23. In addition to meeting the statutory prerequisites to a Class Action, this action is  
28 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:



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- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
  - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or;
  - ii. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
  
- b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;
  - i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;
  
- c. Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other

1 available methods for the fair and efficient adjudication of the controversy,  
2 including consideration of:

3 i. The interests of the members of the CALIFORNIA CLASS in  
4 individually controlling the prosecution or defense of separate actions in  
5 that the substantial expense of individual actions will be avoided to  
6 recover the relatively small amount of economic losses sustained by the  
7 individual CALIFORNIA CLASS Members when compared to the  
8 substantial expense and burden of individual prosecution of this  
9 litigation;

10 ii. Class certification will obviate the need for unduly duplicative litigation  
11 that would create the risk of:

12 1. Inconsistent or varying adjudications with respect to individual  
13 members of the CALIFORNIA CLASS, which would establish  
14 incompatible standards of conduct for the DEFENDANT; and/or;

15 2. Adjudications with respect to individual members of the  
16 CALIFORNIA CLASS would as a practical matter be dispositive  
17 of the interests of the other members not parties to the  
18 adjudication or substantially impair or impede their ability to  
19 protect their interests;

20 iii. In the context of wage litigation, because a substantial number of  
21 individual CALIFORNIA CLASS Members will avoid asserting their  
22 legal rights out of fear of retaliation by DEFENDANT, which may  
23 adversely affect an individual's job with DEFENDANT or with a  
24 subsequent employer, the Class Action is the only means to assert their  
25 claims through a representative; and

26 iv. A class action is superior to other available methods for the fair and  
27 efficient adjudication of this litigation because class treatment will  
28 obviate the need for unduly and unnecessary duplicative litigation that is

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likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

24. The Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT’s employment practices were uniform and systematically applied with respect to the CALIFORNIA CLASS.
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT’s actions have inflicted upon the CALIFORNIA CLASS;
- f. There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

- 1 g. DEFENDANT has acted or refused to act on grounds generally applicable to the  
2 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with  
3 respect to the CALIFORNIA CLASS as a whole;
- 4 h. The members of the CALIFORNIA CLASS are readily ascertainable from the  
5 business records of DEFENDANT; and
- 6 i. Class treatment provides manageable judicial treatment calculated to bring an  
7 efficient and rapid conclusion to all litigation of all wage and hour related claims  
8 arising out of the conduct of DEFENDANT as to the members of the  
9 CALIFORNIA CLASS.

10 25. DEFENDANT maintains records from which the Court can ascertain and  
11 identify by job title each of DEFENDANT's employees who as have been systematically,  
12 intentionally and uniformly subjected to DEFENDANT's company policy, practices and  
13 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include  
14 any additional job titles of similarly situated employees when they have been identified.

15  
16 **THE CALIFORNIA LABOR SUB-CLASS**

17 26. PLAINTIFF further brings the Second, Third, Fourth and Fifth causes of Action  
18 on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who  
19 were employed by DEFENDANT in California (the "CALIFORNIA LABOR SUB-CLASS") at  
20 any time during the period three (3) years prior to the filing of the complaint and ending on the  
21 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")  
22 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim  
23 of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars  
24 (\$5,000,000.00).

25 27. DEFENDANT, as a matter of company policy, practice and procedure, and in  
26 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
27 requirements, and the applicable provisions of California law, intentionally, knowingly,  
28 willfully, and systematically willfully, engaged in a practice whereby DEFENDANT failed to

1 correctly calculate compensation for the time worked by PLAINTIFF and the other members of  
2 the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees,  
3 even though DEFENDANT enjoyed the benefit of this work, required employees to perform  
4 this work and permitted or suffered to permit this work. DEFENDANT has uniformly denied  
5 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are  
6 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable  
7 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against  
8 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted  
9 accordingly.

10 28. DEFENDANT maintains records from which the Court can ascertain and  
11 identify by name and job title, each of DEFENDANT's employees who have been  
12 systematically, intentionally and uniformly subjected to DEFENDANT's company policy,  
13 practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint  
14 to include these additional job titles when they have been identified.

15 29. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
16 CALIFORNIA LABOR SUB-CLASS Members is impracticable

17 30. Common questions of law and fact exist as to members of the CALIFORNIA  
18 LABOR SUB-CLASS, including, but not limited, to the following:

- 19 a. Whether DEFENDANT unlawfully failed to correctly calculate and pay  
20 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for  
21 missed meal and rest breaks in violation of the California Labor Code and  
22 California regulations and the applicable California Wage Order;
- 23 b. Whether DEFENDANT failed to provide the PLAINTIFF and the other members  
24 of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage  
25 statements;
- 26 c. Whether DEFENDANT has engaged in unfair competition by the above-listed  
27 conduct;

1 d. The proper measure of damages and penalties owed to the members of the  
2 CALIFORNIA LABOR SUB-CLASS; and

3 e. Whether DEFENDANT's conduct was willful.

4 31. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
5 under California law by:

6 a. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
7 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized  
8 statement in writing showing the corresponding correct amount of wages earned  
9 by the employee;

10 b. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF  
11 and the other members of the CALIFORNIA CLASS with all legally required  
12 off-duty, uninterrupted thirty (30) minute meal breaks and the legally required  
13 rest breaks;

14 c. Violating Cal. Lab. Code §201, 202 and/or 203, which provides that when an  
15 employee is discharged or quits from employment, the employer must pay the  
16 employee all wages due without abatement, by failing to tender full payment  
17 and/or restitution of wages owed or in the manner required by California law to  
18 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated  
19 their employment.

20 32. This Class Action meets the statutory prerequisites for the maintenance of a  
21 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

22 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so  
23 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members  
24 is impracticable and the disposition of their claims as a class will benefit the  
25 parties and the Court;

26 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
27 raised in this Complaint are common to the CALIFORNIA LABOR SUB-  
28

1 CLASS and will apply uniformly to every member of the CALIFORNIA  
2 LABOR SUB-CLASS;

3 c. The claims of the representative PLAINTIFF are typical of the claims of each  
4 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the  
5 other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt  
6 employee paid on an hourly basis who was subjected to the DEFENDANT's  
7 practice and policy which failed to pay the correct amount of wages due to the  
8 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as  
9 a result of DEFENDANT's employment practices. PLAINTIFF and the members  
10 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically  
11 harmed by the same unlawful, deceptive, unfair and pervasive pattern of  
12 misconduct engaged in by DEFENDANT; and

13 d. The representative PLAINTIFF will fairly and adequately represent and protect  
14 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained  
15 counsel who are competent and experienced in Class Action litigation. There are  
16 no material conflicts between the claims of the representative PLAINTIFF and  
17 the members of the CALIFORNIALABOR SUB-CLASS that would make class  
18 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS  
19 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS  
20 Members.

21 33. In addition to meeting the statutory prerequisites to a Class Action, this action is  
22 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 a. Without class certification and determination of declaratory, injunctive, statutory  
24 and other legal questions within the class format, prosecution of separate actions  
25 by individual members of the CALIFORNIA LABOR SUB-CLASS will create  
26 the risk of:

27 i. Inconsistent or varying adjudications with respect to individual members  
28 of the CALIFORNIA LABOR SUB-CLASS which would establish

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incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or

ii. Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly fails to pay all wages due. Including the correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

c. Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:



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1. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

2. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

iii. In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual’s job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

34. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

a. The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;

b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of

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- individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
  - d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
  - e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT’s actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
  - f. There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
  - g. DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
  - h. The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who were employed by DEFENDANT in California during the CALIFORNIA LABOR SUB-CLASS PERIOD; and
  - i. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims

1 arising out of the conduct of DEFENDANT as to the members of the  
2 CALIFORNIA LABOR SUB-CLASS.

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4 **FIRST CAUSE OF ACTION**

5 **UNLAWFUL BUSINESS PRACTICES**

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

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

8 35. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
10 Complaint.

11 36. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
12 Code § 17021.

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

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

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

1           39. By the conduct alleged herein, DEFENDANT’s practices were unlawful and  
2 unfair in that these practices violated public policy, were immoral, unethical, oppressive  
3 unscrupulous or substantially injurious to employees, and were without valid justification or  
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section  
5 17203 of the California Business & Professions Code, including restitution of wages wrongfully  
6 withheld.

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

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

19           42. By the conduct alleged herein, DEFENDANT’s practices were also unfair and  
20 deceptive in that DEFENDANT’s uniform policies, practices and procedures failed to provide  
21 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS  
22 members as required by Cal. Lab. Code §§ 226.7 and 512.

23           43. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty  
25 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay  
26 for each workday in which a second off-duty meal period was not timely provided for each ten  
27 (10) hours of work.

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

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

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

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

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

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

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to  
2 engage in these unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**  
5 **(Cal. Lab. Code §§ 226.7 & 512)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
7 **Defendants)**

8 50. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
9 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
10 paragraphs of this Complaint.

11 51. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all  
12 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR  
13 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature  
14 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS  
15 did not prevent these employees from being relieved of all of their duties for the legally required  
16 off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other  
17 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by  
18 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide  
19 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal  
20 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records.  
21 Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members  
22 with a second off-duty meal period in some workdays in which these employees were required  
23 by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members  
24 of the CALIFORNIA LABOR SUB-CLASS forfeited meal breaks without additional  
25 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

26 52. DEFENDANT further violated California Labor Code §§ 226.7 and the  
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
28 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable

1 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
2 each workday that a meal period was not provided.

3 53. As a proximate result of the aforementioned violations, PLAINTIFF and  
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to  
5 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE REQUIRED REST PERIODS**  
9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
11 **Defendants)**

12 54. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
13 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
14 paragraphs of this Complaint.

15 55. From time to time, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS  
16 Members were required to work in excess of four (4) hours without being provided ten (10)  
17 minute rest periods. Further, these employees were denied their first rest periods of at least ten  
18 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest  
19 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,  
20 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten  
21 (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members  
22 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work  
23 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were  
24 periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

25 56. DEFENDANT further violated California Labor Code §§ 226.7 and the  
26 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
27 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable  
28 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
each workday that rest period was not provided.





1 an employee identification number other than social security number may be  
2 shown on the itemized statement,

- 3 h. the name and address of the legal entity that is the employer, and
- 4 i. all applicable hourly rates in effect during the pay period and the corresponding  
5 number of hours worked at each hourly rate by the employee.

6 60. When DEFENDANT did not accurately record PLAINTIFF's and other  
7 CALIFORNIA CLASS Members' missed meal and rest breaks, DEFENDANT violated Cal.  
8 Lab. Code § 226 in that DEFENDANT failed to provide an accurate wage statement in writing  
9 that properly and accurately itemizes all missed meal and rest periods and reporting time wages  
10 owed to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS and  
11 thereby also failed to set forth the correct wages earned by the employees. Additionally, the  
12 wage statements DEFENDANT issued to PLAINTIFF and other CALIFORNIA CLASS  
13 Members violated Cal. Lab. Code Section 226(a) in that DEFENDANT failed to correctly list  
14 the correct name of the legal entity that was the employer of PLAINTIFF and the  
15 CALIFORNIA CLASS Members.

16 61. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
17 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
18 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended  
19 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
20 taxes which were not properly paid to state and federal tax authorities. These damages are  
21 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA  
22 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the  
23 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each  
24 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according  
25 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for  
26 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

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2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN DUE**

4 **(Cal. Lab. Code § 203)**

5 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
6 **Defendants)**

7 62. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
8 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
9 paragraphs of this Complaint.

10 63. Cal. Lab. Code § 200 provides that:

11 As used in this article:

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

18 64. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
19 an employee, the wages earned and unpaid at the time of discharge are due and payable  
20 immediately."

21 65. Cal. Lab. Code § 202 provides, in relevant part, that:

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

29 66. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR  
30 SUB-CLASS Members' employment contract.

31 67. Cal. Lab. Code § 203 provides:

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

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

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

6 69. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the  
7 members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF  
8 demand up to thirty days of pay as penalty for not paying all wages due at time of termination  
9 for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS  
10 PERIOD, and demand an accounting and payment of all wages due, plus interest and statutory  
11 costs as allowed by law.

#### 12 **PRAYER FOR RELIEF**

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

15 1. On behalf of the CALIFORNIA CLASS:

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

26 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 27 a. That the Court certify the Second, Third, Fourth, and Fifth Causes of Action  
28 asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to

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Cal. Code of Civ. Proc. § 382;

- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-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 LABOR SUB-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 LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with 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, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: August 16 2018

**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: August 16, 2018

**ZAKAY LAW GROUP, APLC**

By: 

Shani O. Zakay  
Attorney for PLAINTIFF