

**SUMMONS
(CITACION JUDICIAL)**

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

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

LOVE'S COUNTRY STORES OF CALIFORNIA, a California corporation; and DOES 1 through 50, Inclusive;

ELECTRONICALLY FILED
5/29/2020
Kern County Superior Court
By Candice Rocha, Deputy

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

ESTEFANIA RENTERIA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

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):

Kern Superior Court
1415 Truxtun Avenue
Bakersfield, CA 93301

CASE NUMBER: **BCV-20-101260**
(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 - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

DATE: **5/29/2020**
(Fecha)

TAMARAH HARBER-PICKENS

Clerk, by **Candice Rocha**, Deputy
(Secretaria) (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):



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14 ATTORNEYS FOR PLAINTIFF

15 **SUPERIOR COURT OF CALIFORNIA**

16 **COUNTY OF KERN**

17 ESTEFANIA RENTERIA, an individual, on
18 behalf of herself, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 vs.

22 LOVE'S COUNTRY STORES OF
23 CALIFORNIA, a California corporation; and
24 DOES 1 through 50, Inclusive;

25 DEFENDANTS.

Case No. BCV-20-101260

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
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 PAY WAGES WHEN
DUE IN VIOLATION OF CAL. LABOR
CODE §§ 201, 202 AND 203

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant LOVE’S COUNTRY STORES OF CALIFORNIA d.b.a. “Love’s Travel Stop and County Stores”® (“LOVE’S COUNTRY STORE”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of Kern, City of Lost Hills, owns, operates and/or manages at least nine “Love’s Travel Stop and Country Store”® branded gas stations, truck stops and convenient stores in California.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants 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 allege, that LOVE’S COUNTRY STORE and DOES 1 through 50 (hereinafter collectively “DEFENDANTS”), 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 DEFENDANTS and each of them acting on behalf of LOVE’S COUNTRY STORE acted within the course and scope of his, her or its authority as the parent, subsidiary, agent, servant and/or employee of LOVE’S COUNTRY STORE, and personally participated in the conduct alleged herein on behalf of LOVE’S COUNTRY STORE with respect to



1 the conduct alleged herein. Consequently, the acts of each of the DEFENDANTS are legally
2 attributable to the other and all DEFENDANTS are jointly and severally liable to PLAINTIFF and
3 those similarly situated, for the loss sustained as a proximate result of the conduct of the
4 DEFENDANTS' agents, servants and/or employees.

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

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

15 6. Plaintiff ESTEFANIA RENTERIA is a former non-exempt employee of DEFENDANTS,
16 who, at all relevant times, worked as a cashier and shift leader at DEFENDANTS' "Love's Travel Stop
17 and Country Store" located at 21948 CA-46, Lost Hills, California, 93249 between April 2015 and
18 March 2020, paid on an hourly basis and entitled to certain non-discretionary flat-sum incentive awards,
19 minimum wages, overtime compensation, reporting time pay, bonuses and legally compliant meal and
20 rest periods.

21 7. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all of
22 DEFENDANTS current and former non-exempt California employees (the "CALIFORNIA CLASS")
23 at any time between May 14, 2019 on a date determined by the Court (the "CLASS PERIOD"). The
24 amount in controversy for the aggregate claim of CALIFORNIA CLASS members is under five million
25 dollars (\$5,000,000.00).

26 8. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
27 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
28 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which



1 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally complaint meal and rest
2 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
3 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
4 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
5 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to
6 provide accurate itemized wage statements in violation of California Labor Code Sections 226 and
7 226.3.

8 9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and
9 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
10 PLAINTIFF and the other members of the CALIFORNIA CLASS.

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

15 **JURISDICTION AND VENUE**

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

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

25 **THE CONDUCT**

26 13. In violation of the applicable sections of the California Labor Code and the requirements
27 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
28 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally



1 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of
2 the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other
3 members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the
4 members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other
5 things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time
6 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
7 purposefully avoid the accurate and full payment for all time worked as required by California law
8 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
9 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
10 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

11 **A. Meal Period Violations**

12 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
13 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning
14 the time during which an employee is subject to the control of an employer, including all the time the
15 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
16 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
17 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
18 PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing and, being required
19 to carry cordless communication devices throughout her shifts and to remain at the ready to respond to
20 work related assignments, DEFENDANTS required PLAINTIFF to work while clocked out during
21 what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time
22 interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty
23 meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As
24 a result, the PLAINTIFF and other CALIFORNIA CLASS members forfeited minimum wage and
25 overtime wages by regularly working without their time being accurately recorded and without
26 compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy
27 and practice not to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is
28 evidenced by DEFENDANTS' business records.



1 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
2 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
3 CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and
4 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
5 members were required from time to time to perform work as ordered by DEFENDANTS for more
6 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
7 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-
8 duty meal period for some workdays in which these employees were required by DEFENDANTS to
9 work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF
10 and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed
11 "on-duty" meal period exception. PLAINTIFF and other members of the CALIFORNIA CLASS
12 therefore forfeited meal breaks without additional compensation and in accordance with
13 DEFENDANTS' strict corporate policy and practice. DEFENDANTS failed to maintain adequate
14 staffing levels while increasing the production levels for each employee at the busy airports they
15 provided services for.

16 **B. Rest Period Violations**

17 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
18 CLASS members were also required from time to time to work in excess of four (4) hours without
19 being provided ten (10) minute rest periods as a result of their rigorous work schedule and
20 DEFENDANTS' inadequate staffing . Further, for the same reasons these employees were denied their
21 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
22 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of
23 between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least
24 ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and
25 other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As
26 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
27 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
28 DEFENDANTS and DEFENDANTS' managers.



1 **C. Overtime Regular Rate Violation**

2 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to
3 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for
4 their overtime hours worked. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
5 forfeited wages due them for working overtime without compensation at the correct overtime rates.
6 DEFENDANTS' uniform policy and practice to not pay the CALIFORNIA CLASS members the
7 correct overtime rate for all overtime worked in accordance with applicable law is evidenced by
8 DEFENDANTS' business records.

9 18. State law provides that employees must be paid overtime at one-and-one-half times their
10 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were compensated at
11 an hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's
12 performance.

13 19. The second component of PLAINTIFF'S and other CALIFORNIA CLASS members'
14 compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid
15 PLAINTIFF and other CLASS MEMBERS flat-sum incentive wages based on their performance for
16 DEFENDANTS. The flat-sum non-discretionary bonus program provided all employees paid on an
17 hourly basis with flat-sum bonus compensation when the employees met the various performance goals
18 set by DEFENDANTS. These flat-sum incentive payments are identified as "Golden Hearts Tax" and
19 "Holiday Pay Premium" in the wage statements issued by DEFENDANTS to PLAINTIFF and the other
20 CALIFORNIA CLASS members.

21 20. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
22 where PLAINTIFF and other CALIFORNIA CLASS members worked overtime and earned this flat-
23 sum non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-
24 discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all
25 hours worked rather than just all non-overtime hours worked. Management and supervisors described
26 the incentive/bonus program to potential and new employees as part of the compensation package. As
27 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
28 members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic

1 underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA CLASS members
2 by DEFENDANTS.

3 21. From time-to-time during the CLASS PERIOD, PLAINTIFF earned “Holiday Pay
4 Premium” compensation and worked overtime compensation throughout her employment with
5 DEFENDANTS including, but not limited to the pay period beginning on November 27, 2019 to
6 December 3, 2019. Notwithstanding, DEFENDANTS failed to accurately calculate the non-
7 discretionary, flat-sum bonus entitled “Holiday Pay Premium” into the regular rate pay for purposes of
8 PLAINTIFF’s overtime compensation. The failure to do so has resulted in an underpayment of
9 overtime compensation to plaintiff PLAINITFF during this pay period.

10 22. From time-to-time during the CLASS PERIOD, PLAINTIFF earned “Golden Heart Tax”
11 compensation and worked overtime compensation throughout her employment with DEFENDANTS
12 including, but not limited to the pay period beginning on July 24, 2019 to July 30, 2019.
13 Notwithstanding, DEFENDANTS failed to accurately calculate the non-discretionary, flat-sum bonus
14 entitled “Golden Hearts Tax” into the regular rate pay for purposes of PLAINTIFF’s overtime
15 compensation. The failure to do so has resulted in an underpayment of overtime compensation to
16 plaintiff PLAINITFF during this pay period.

17 23. In violation of the applicable sections of the California Labor Code and the requirements
18 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
19 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
20 other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime worked. This
21 uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the
22 correct overtime compensation as required by California law which allowed DEFENDANTS to
23 illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent
24 equitable tolling operates to toll claims by the CALIFORNIA CLASS members against
25 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

26 **D. Wage Statement Violations**

27 24. California Labor Code Section 226 requires an employer to furnish its employees an
28 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the



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

7 25. From time to time during the CLASS PERIOD, when PLAINTIFF and other
8 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
9 and rest period premiums, or were paid overtime in the same pay period where they earned a non-
10 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
11 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to
12 show, among other things, all applicable hourly rates in effect during the pay period and the
13 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or
14 missed meal and rest periods.

15 26. For instance, for the pay period between November 27, 2019 and December 3, 2019,
16 PLAINTIFF received remuneration from DEFENDANTS described as "Cur Adtl Pay OT Adj" in the
17 gross amount of \$1.02. DEFENDANTS violated California Labor Code Section 226 by failing to list
18 the applicable hourly rate and the corresponding number of hours worked at the applicable hourly rate
19 for this line item of remuneration described as "Cur Adtl Pay OT Adj". PLAINTIFF, and all those
20 similarly situated members of the CALIFORNIA CLASS, suffered damage as a result of
21 DEFENDANTS' aforementioned violation because he could not promptly and easily determine from
22 the wage statement alone the applicable hourly rate and the corresponding number of hours worked at
23 the applicable hourly rate for this line item of remuneration described as "Cur Adtl Pay OT Adj".

24 27. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
25 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
26 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
27 payroll error due to clerical or inadvertent mistake.

28 ////



1 **E. Suitable Seating Violations**

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

8 29. In violation of the applicable sections of the California Labor Code and the requirements
9 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
10 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
11 PLAINTIFF and the other Aggrieved Employees suitable seating when the nature of these employees'
12 work reasonably permitted sitting.

13 30. DEFENDANT knew or should have known that PLAINTIFF and other Aggrieved
14 Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the
15 performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not
16 allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct
17 applicable to PLAINTIFF and all Aggrieved Employees, DEFENDANT violated California Labor
18 Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

19 **CLASS ACTION ALLEGATIONS**

20 31. PLAINTIFF brings the First through Sixth Causes of Action as a class action pursuant to
21 California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-
22 exempt California employees ("CALIFORNIA CLASS") between April 6, 2016 and a date determined
23 by the Court ("CLASS PERIOD").

24 32. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
25 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
26 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
27 and rest period policies, failure to separately compensate rest periods, failure to separately compensate
28 for all non-productive time, failure to provide accurate itemized wage statements, failure to maintain



1 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

2 33. The members of the class are so numerous that joinder of all class members is impractical.

3 34. Common questions of law and fact regarding DEFENDANTS' conduct, including but not
4 limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate
5 the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of
6 compensation for missed meal and rest period premiums, failing to provide legally compliant meal and
7 rest periods, failure to provide accurate itemized wage statements accurate, and failure ensure they are
8 paid at least minimum wage and overtime, exist as to all members of the class and predominate over
9 any questions affecting solely any individual members of the class. Among the questions of law and fact
10 common to the class are:

11 a. Whether DEFENDANTS maintained legally compliant meal period
12 policies and practices;

13 b. Whether DEFENDANTS maintained legally compliant rest period
14 policies and practices;

15 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
16 CALIFORNIA CLASS members accurate premium payments for missed
17 meal and rest periods;

18 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
19 CALIFORNIA CLASS members accurate overtime wages.

20 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
21 CALIFORNIA CLASS members at least minimum wage for all hours
22 worked.

23 f. Whether DEFENDANTS issued legally compliant wage statements;

24 g. Whether DEFENDANTS committed an act of unfair competition by
25 systematically failing to record and pay PLAINTIFF and the other members
26 of the CALIFORNIA CLASS for all time worked;

27 h. Whether DEFENDANTS committed an act of unfair competition by
28 systematically failing to record all meal and rest breaks missed by

1 PLAINTEIFF and other CALIFORNIA CLASS members, even though
2 DEFENDANTS enjoyed the benefit of this work, required employees to
3 perform this work and permits or suffers to permit this work;

4 i. Whether DEFENDANTS committed an act of unfair competition in
5 violation of the UCL, by failing to provide the PLAINTEIFF and the other
6 members of the CALIFORNIA CLASS with the legally required meal and
7 rest periods; and,

8 35. PLAINTEIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
9 of DEFENDANTS' conduct and actions alleged herein.

10 36. PLAINTEIFF's claims are typical of the claims of the class, and PLAINTEIFF has the same
11 interests as the other members of the class.

12 37. PLAINTEIFF will fairly and adequately represent and protect the interests of the
13 CALIFORNIA CLASS members.

14 38. PLAINTEIFF retained able class counsel with extensive experience in class action
15 litigation.

16 39. Further, PLAINTEIFF's interests are coincident with, and not antagonistic to, the interests
17 of the other CALIFORNIA CLASS members.

18 40. There is a strong community of interest among PLAINTEIFF and the members of the
19 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
20 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

21 41. The questions of law and fact common to the CALIFORNIA CLASS members
22 predominate over any questions affecting only individual members, including legal and factual issues
23 relating to liability and damages.

24 42. A class action is superior to other available methods for the fair and efficient adjudication
25 of this controversy because joinder of all class members is impractical. Moreover, since the damages
26 suffered by individual members of the class may be relatively small, the expense and burden of
27 individual litigation makes it practically impossible for the members of the class individually to redress
28 the wrongs done to them. Without class certification and determination of declaratory, injunctive,

1 statutory and other legal questions within the class format, prosecution of separate actions by individual
2 members of the CALIFORNIA CLASS will create the risk of:

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

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

10 43. Class treatment provides manageable judicial treatment calculated to bring an efficient
11 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
12 DEFENDANTS.

13 **FIRST CAUSE OF ACTION**

14 **For Unlawful Business Practices**

15 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

19 45. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
20 17021.

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

24 Any person who engages, has engaged, or proposes to engage in unfair
25 competition may be enjoined in any court of competent jurisdiction. The
26 court may make such orders or judgments, including the appointment of a
27 receiver, as may be necessary to prevent the use or employment by any
28 person of any practice which constitutes unfair competition, as defined in

1 this chapter, or as may be necessary to restore to any person in interest any
2 money or property, real or personal, which may have been acquired by
3 means of such unfair competition.

4 Cal. Bus. & Prof. Code § 17203.

5 47. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
6 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
7 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
8 “UCL”), by engaging and continuing to engage in business practices which violates California law,
9 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
10 and the California Labor Code including Sections 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1,
11 1198 & 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
12 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
13 unfair competition, including restitution of wages wrongfully withheld.

14 48. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that
15 these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or
16 substantially injurious to employees, and were without valid justification or utility for which this Court
17 should issue equitable and injunctive relief pursuant to Section 17203 of the California Business &
18 Professions Code, including restitution of wages wrongfully withheld.

19 49. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
20 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
21 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
22 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
23 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
24 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
25 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
26 restitution of wages wrongfully withheld.

27 50. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair and
28 deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the other members of

1 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

2 51. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
3 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
4 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
5 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
6 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
7 Labor Code.

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

12 53. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA
13 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
14 timely provided as required by law.

15 54. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
16 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
17 calculated overtime and missed meal and rest periods premiums.

18 55. By and through the unlawful and unfair business practices described herein,
19 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other
20 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
21 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
22 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
23 compete against competitors who comply with the law.

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

1 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
2 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
3 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
4 deprived, by means of the above described unlawful and unfair business practices, including earned but
5 unpaid wages for all overtime worked.

6 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
7 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
8 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
9 unfair business practices in the future.

10 59. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
11 and/or adequate remedy at law that will end the unlawful and unfair business practices of
12 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result
13 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of
14 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic
15 harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair
16 business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

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

28 62. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,

1 an employer must timely pay its employees for all hours worked.

2 63. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
3 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they
4 receive additional compensation beyond their regular wages in amounts specified by law.

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

9 65. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
10 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
11 worked or were not accurately compensated for all overtime hours worked.

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

19 67. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
20 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
21 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
22 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
23 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
24 applicable laws and regulations.

25 68. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
27 all overtime worked.

28 69. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the

1 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
2 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
3 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
4 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
5 behalf of herself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
6 negotiable, non-waivable rights provided by the State of California.

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

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

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

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

27 74. In performing the acts and practices herein alleged in violation of California labor laws,
28 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide

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

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

16 **THIRD CAUSE OF ACTION**

17 **For Failure to Pay Minimum Wages**

18 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

22 77. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
23 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
24 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay
25 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
26 CLASS PERIOD.

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

1 79. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
3 minimum so fixed is unlawful.

4 80. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
5 minimum wage compensation and interest thereon, together with the costs of suit.

6 81. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
7 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
8 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
9 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
10 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
11 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
12 of the CALIFORNIA CLASS.

13 82. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
15 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
16 of the CALIFORNIA CLASS in regard to minimum wage pay.

17 83. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
18 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
19 and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid
20 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
21 Industrial Welfare Commission requirements and other applicable laws and regulations.

22 84. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum
24 wage compensation for their time worked for DEFENDANTS.

25 85. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
26 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
27 wages.

28 86. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation

1 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
3 suffer an economic injury in amounts which are presently unknown to them and which will be
4 ascertained according to proof at trial.

5 87. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
6 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS
7 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
8 employees for their labor as a matter of uniform company policy, practice and procedure, and
9 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
10 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

11 88. In performing the acts and practices herein alleged in violation of California labor laws,
12 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
13 them with the requisite compensation, DEFENDANTS acted and continues to act intentionally,
14 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
15 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
16 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
17 in order to increase company profits at the expense of these employees.

18 89. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
19 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
20 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
21 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
22 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
23 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
24 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
25 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
26 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
27 entitled to seek and recover statutory costs.

1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

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

21 92. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC
22 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
23 provided a meal period, in accordance with the applicable Wage Order, one additional hour of
24 compensation at each employee's regular rate of compensation for each workday that a meal period was
25 not provided.

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

1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

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

17 96. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC
18 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
19 provided a rest period, in accordance with the applicable Wage Order, one additional hour of
20 compensation at each employee's regular rate of compensation for each workday that rest period was
21 not provided.

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

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code §§ 226 and 226.2]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

7 99. Cal. Labor Code § 226 provides that an employer must furnish employees with an
8 “accurate itemized” statement in writing showing:

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

27 100. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the
28 other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed

1 to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3)
2 gross wages earned and (7) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee in violation of California
4 Labor Code Section 226.

5 101. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
6 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
8 the overtime worked and the amount of employment taxes which were not properly paid to state and
9 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
10 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
11 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
12 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
13 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
14 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
15 member of the CALIFORNIA CLASS herein.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN DUE**

18 **(Cal Lab. Code §§201, 202, 203)**

19 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

22 103. Cal. Lab. Code § 200 provides that:

23 As used in this article:(a) "Wages" includes all amounts for labor
24 performed by employees of every description, whether the amount
25 is fixed or ascertained by the standard of time, task, piece,
26 Commission basis, or other method of calculation. (b) "Labor"
27 includes labor, work, or service whether rendered or performed
28 under contract, subcontract, partnership, station plan, or other

1 agreement if the labor to be paid for is performed personally by the
2 person demanding payment.

3 104. Cal. Lab. Code § 201 provides, in relevant part, that “If an employer discharges an
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

5 105. Cal. Lab. Code § 202 provides, in relevant part, that:

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

17 106. There was no definite term in PLAINTIFF’s or any CALIFORNIA CLASS Members’
18 employment contract.

19 107. Cal. Lab. Code § 203 provides:

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

26 108. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated
27 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
28 breaks, as required by law.



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aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

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

4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and,

2. 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 cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: May 28, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: May 28, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF