

**SUMMONS
(CITACION JUDICIAL)**

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

SK MARKET, INC., a California corporation; ADVANCE FOOD MARKET, INC., a California corporation; JAY'S MARKET INC., a California corporation; and DOES 1 through 50, Inclusive;

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

PAOLA VILLALVAZO, 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):

Los Angeles Superior Court
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso): 21STCV39911

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):

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Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

Sherri R. Carter Executive Officer / Clerk of Court

DATE:
(Fecha) 10/29/2021

Clerk, by _____ R. Lozano, Deputy
(Secretario) (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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11 Attorneys for Plaintiff PAOLA VILLALVAZO

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 PAOLA VILLALVAZO, an individual, on
15 behalf of herself, and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 SK MARKET, INC., a California corporation;
20 ADVANCE FOOD MARKET, INC., a
21 California corporation; JAY’S MARKET INC.,
22 a California corporation; and DOES 1 through
50, Inclusive;

23 Defendants.

Case No. 21STCV39911

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;



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- 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
- 8. FAILURE TO REIMBURSE FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *ET SEQ.*].

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant SK MARKET, INC. (“Defendant SK Market”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

2. Defendant ADVANCE FOOD MARKET, INC. (“Defendant Advance”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

3. Defendant JAYS MARKET, INC. (“Defendant Jay’s”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

4. Defendant SK Market, Defendant Advance and Defendant Jays were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed

1 work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein
2 and collectively referred to herein as “DEFENDANTS” and/or “DEFENDANT.”

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

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

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

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

1 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee paid on an
2 hourly basis and entitled to overtime pay and legally compliant meal and rest periods from May of 2020
3 to October of 2020.

4 10. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all individuals
5 who are or previously were employed by Defendant SK Market and/or Defendant Advance and/or
6 Defendant Jay's in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
7 at any time during the period beginning four (4) years prior to the filing of this Complaint and ending
8 on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the
9 aggregate claim of CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

10 11. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
11 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
12 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
13 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
14 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
15 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
16 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
17 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to
18 reimburse PLAINTIFF AND THE CALIFORNIA CLASS for required expenses in violation of
19 California Labor Code Section 2802, and (4) failed to provide accurate itemized wage statements in
20 violation of California Labor Code Sections 226 and 226.3.

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

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

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1 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
2 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
3 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
4 PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS
5 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
6 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
7 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
8 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
9 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
10 being accurately recorded and without compensation at the applicable minimum wage and overtime
11 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
12 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

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

26 **B. Rest Period Violations**

27 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
28 CLASS members were also required from time to time to work in excess of four (4) hours without



1 being provided ten (10) minute rest periods as a result of their rigorous work schedule and
2 DEFENDANTS' inadequate staffing . Further, for the same reasons these employees were denied their
3 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
4 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of
5 between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least
6 ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and
7 other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As
8 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
9 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
10 DEFENDANTS and DEFENDANTS' managers.

11 **C. Off the Clock Work – Minimum Wage and Overtime Violations**

12 20. During the CLASS PERIOD, from time-to-time DEFENDANTS failed to accurately pay
13 PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours worked. Specifically,
14 DEFENDANT from time-to-time required PLAINTIFF and the other members of the CALIFORNIA
15 CLASS to perform off-the-clock work. Notwithstanding, from time-to-time DEFENDANTS failed to
16 pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary wages for performing
17 work at DEFENDANTS' direction, request and benefit, while off-the clock post-shift.

18 21. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF
19 and other members of the CALIFORNIA CLASS to perform post-shift work, including but not limited
20 to, turning off the lights in the back of the store, closing the back doors, turning the lights off in the front
21 of the store, setting the alarm and calling the alarm system to make sure it set for the night.

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

24 23. DEFENDANTS controlled the work schedules, duties, protocols, applications,
25 assignments and employment conditions of PLAINTIFF and the other members of the CALIFORNIA
26 CLASS.

27 24. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members
28 of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or



1 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for
2 all the work they performed, including off-the-clock work.

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

5 26. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of
6 the CALIFORNIA CLASS of all minimum, regular and overtime wages owed for the off-the-clock work
7 activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked
8 over 40 hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and
9 practices also deprived them of overtime pay.

10 27. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
11 the CALIFORNIA CLASS off-the-clock work was compensable under the law.

12 28. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited
13 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time
14 spent post-shift. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members
15 of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced
16 by DEFENDANTS' business records

17 **D. Wage Statement Violations**

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

26 30. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
28 and rest period premiums, or were not paid for all the time they spent working under DEFENDANT's

1 control, DEFENDANTS also failed to provide PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other
3 things, all hours worked and the penalty payments for missed meal and rest periods. In addition to the
4 foregoing violations, DEFENDANTS from time to time also issued PLAINTIFF and the other members
5 of the CALIFORNIA CLASS with wage statements that failed to comply with all the requirements of
6 Cal. Lab. Code § 226.

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

11 **E. Suitable Seating Violations**

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

18 33. In violation of the applicable sections of the California Labor Code and the requirements
19 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
20 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
21 PLAINTIFF and the other Members of the CALIFORNIA CLASS suitable seating when the nature of
22 these employees' work reasonably permitted sitting.

23 34. DEFENDANT knew or should have known that PLAINTIFF and other Members of the
24 CALIFORNIA CLASS were entitled to suitable seating and/or were entitled to sit when it did not
25 interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating
26 and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason
27 of this conduct applicable to PLAINTIFF and all Members of the CALIFORNIA CLASS,
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1 DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by
2 failing to provide suitable seats.

3 **F. Unreimbursed Business Expenses**

4 35. Defendant as a matter of corporate policy, practice and procedure, intentionally,
5 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the
6 CALIFORNIA CLASS or required business expenses they incurred in direct consequence of
7 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
8 employers are required to indemnify employees for all expenses incurred in the course and scope of
9 their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
12 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 36. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
14 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
15 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
16 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
17 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
18 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
19 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
20 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred
21 unreimbursed business expenses which included, but were not limited to, costs related to the use of their
22 personal cellular phones all on behalf of and for the benefit of DEFENDANTS

23 **CLASS ACTION ALLEGATIONS**

24 37. PLAINTIFF brings the First through Eleventh Causes of Action as a class action pursuant
25 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-
26 exempt California employees ("CALIFORNIA CLASS") at any time during the period beginning four
27 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court ("CLASS
28 PERIOD").

1 38. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
2 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
3 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
4 and rest period policies, failure to provide accurate itemized wage statements, failure to maintain
5 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

6 39. The members of the class are so numerous that joinder of all class members is impractical.

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

13 a. Whether DEFENDANTS maintained legally compliant meal period
14 policies and practices;

15 b. Whether DEFENDANTS maintained legally compliant rest period
16 policies and practices;

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

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

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

25 f. Whether DEFENDANT failed to reimburse PLAINTIF and
26 members of the CALIFORNIA CLASS for required expenses;

27 g. Whether DEFENDANTS issued legally compliant wage statements;

28 h. Whether DEFENDANTS committed an act of unfair competition by

1 systematically failing to record and pay PLAINTIFF and the other members
2 of the CALIFORNIA CLASS for all time worked;

3 i. Whether DEFENDANTS committed an act of unfair competition by
4 systematically failing to record all meal and rest breaks missed by
5 PLAINTIFF and other CALIFORNIA CLASS members, even though
6 DEFENDANTS enjoyed the benefit of this work, required employees to
7 perform this work and permits or suffers to permit this work;

8 j. Whether DEFENDANTS committed an act of unfair competition in
9 violation of the UCL, by failing to provide the PLAINTIFF and the other
10 members of the CALIFORNIA CLASS with the legally required meal and
11 rest periods; and,

12 41. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
13 of DEFENDANTS' conduct and actions alleged herein.

14 42. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
15 interests as the other members of the class.

16 43. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS members.

18 44. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 45. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
21 of the other CALIFORNIA CLASS members.

22 46. There is a strong community of interest among PLAINTIFF and the members of the
23 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
24 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

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

28 48. A class action is superior to other available methods for the fair and efficient adjudication

1 of this controversy because joinder of all class members is impractical. Moreover, since the damages
2 suffered by individual members of the class may be relatively small, the expense and burden of
3 individual litigation makes it practically impossible for the members of the class individually to redress
4 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
5 statutory and other legal questions within the class format, prosecution of separate actions by individual
6 members of the CALIFORNIA CLASS will create the risk of:

- 7 a. Inconsistent or varying adjudications with respect to individual members of the
8 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
9 parties opposing the CALIFORNIA CLASS; and/or,
10 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
11 which would as a practical matter be dispositive of the interests of the other members not
12 party to the adjudication or substantially impair or impeded their ability to protect their
13 interests.

14 49. Class treatment provides manageable judicial treatment calculated to bring an efficient
15 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
16 DEFENDANTS.

17 **FIRST CAUSE OF ACTION**

18 **For Unlawful Business Practices**

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

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

21 50. 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 51. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
24 17021.

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

28 Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The
2 court may make such orders or judgments, including the appointment of a
3 receiver, as may be necessary to prevent the use or employment by any
4 person of any practice which constitutes unfair competition, as defined in
5 this chapter, or as may be necessary to restore to any person in interest any
6 money or property, real or personal, which may have been acquired by
7 means of such unfair competition.

8 Cal. Bus. & Prof. Code § 17203.

9 53. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
10 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
11 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
12 “UCL”), by engaging and continuing to engage in business practices which violates California law,
13 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
14 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
15 1197, 1197.1, 1198, for which this Court should issue declaratory and other equitable relief pursuant to
16 Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
17 unfair competition, including restitution of wages wrongfully withheld.

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

23 55. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
24 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
25 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
26 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
27 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
28 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this

1 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 56. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
4 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
5 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

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

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

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

19 60. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
20 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
21 calculated overtime and missed meal and rest periods premiums.

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

28 62. All the acts described herein as violations of, among other things, the Industrial Welfare

1 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were
2 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
3 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.
4 Bus. & Prof. Code §§ 17200, *et seq.*

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

10 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
11 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
12 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
13 unfair business practices in the future.

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

21 **SECOND CAUSE OF ACTION**

22 **For Failure to Pay Overtime Compensation**

23 **[Cal. Lab. Code §§ 510, *et seq.*]**

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

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

27 67. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
28 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime
2 worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours
3 in a workday, and/or forty (40) hours in any workweek.

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

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

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

13 71. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
15 worked or were not accurately compensated for all overtime hours worked.

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

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

1 74. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
3 all overtime worked.

4 75. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
5 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
6 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
8 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
9 behalf of herself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
10 negotiable, non-waivable rights provided by the State of California.

11 76. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
12 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
13 to pay all earned wages.

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

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

25 79. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
26 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
27 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
28 employees for their labor as a matter of uniform company policy, practice and procedure, and

1 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
2 members of the CALIFORNIA CLASS for overtime worked.

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

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

20 **THIRD CAUSE OF ACTION**

21 **For Failure to Pay Minimum Wages**

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

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

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

26 83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
28 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay



1 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
2 LABOR CLASS PERIOD.

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

5 85. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
7 minimum so fixed is unlawful.

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

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

17 88. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
19 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
20 of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

1 91. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
3 to pay all earned wages.

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

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

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

22 95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
23 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
24 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
25 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
26 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
28 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of

1 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
2 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
3 entitled to seek and recover statutory costs.

4 **FOURTH CAUSE OF ACTION**

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

6 **[Cal. Lab. Code §§ 226.7 & 512]**

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

8 96. 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 Complaint.

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

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

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)**

5 104. 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.

7 105. 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.

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

1 failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
2 (3) 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.

5 107. 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))**

20 108. 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.

22 109. 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.

3 110. 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.”

5 111. 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.

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

19 113. 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.

26 114. 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.

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

6 119. PLAINTIFF therefore demands reimbursement on behalf of the members of the
7 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
8 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
9 rate and costs under Cal. Lab. Code § 2802.

10 **NINTH CAUSE OF ACTION**

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

12 **(Cal. Lab. Code §§ 2698 et seq.)**

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

14 120. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
15 the prior paragraphs of this Complaint.

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

25 122. PLAINTIFF, and such persons that may be added from time to time who satisfy the
26 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
27 this Representative Action on behalf of the State of California with respect to themselves and
28 individuals who are or previously were employed by Defendant SK Market and/or Defendant Advance

1 and/or Defendant Jay's in California and classified as non-exempt employees during the time period
2 of August 25, 2020 until the present (the "AGGRIEVED EMPLOYEES").

3 123. On August 25, 2021, PLAINTIFF gave written notice by certified mail to the Labor and
4 Workforce Development Agency (the "Agency") and the employer of the specific provisions of this
5 code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
6 hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add
7 these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF
8 may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 124. The policies, acts and practices heretofore described were and are an unlawful business
11 act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES for all of the hours they worked, including minimum wage and overtime
13 wages in violation of the Wage Order, (b) failed to provide meal and rest breaks, (c) failed to provide
14 accurate itemized wage statements, and (d) failed to timely pay wages, all in violation of the applicable
15 Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201,
16 202, 203, 204, 218.5, 218.6, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
17 1198, 1198.5, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to
18 Provide Seating), and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
19 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed
20 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California
21 for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.
22 PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's
23 fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section
24 2699(g)(1).

25 125. To the extent that any of the conduct and violations alleged herein did not affect
26 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected
27 other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519;
28 See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ["PAGA allows

1 an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an
2 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
3 Emphasis added, reh'g denied (June 13, 2018).)

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

8 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
9 a class action pursuant to Cal. Code of Civ. Proc. § 382;

10 B) An order temporarily, preliminarily and permanently enjoining and restraining
11 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

12 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
13 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

14 D) Restitutionary disgorgement of DEFENDANTS’s ill-gotten gains into a fluid fund for
15 restitution of the sums incidental to DEFENDANTS’s violations due to PLAINTIFF and to the other
16 members of the CALIFORNIA CLASS.

17 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
18 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
19 382;

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

24 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
25 which a violation occurs and one hundred dollars (\$100) per each member of the
26 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
27 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
28 of Cal. Lab. Code § 226;



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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 behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

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 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: October 29, 2021

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: October 29, 2021

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #42001

August 25, 2021

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

SK MARKET, INC.

c/o David Oh

101 Wagon

Irvine, CA 92618

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9606

JAY'S MARKET, INC.

c/o Vincent Tran

11218 S. Central Ave.

Los Angeles, CA 90059

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9613

ADVANCE FOOD MARKET, INC.

C/O Myo Z. Kim

4000 W. Pico Blvd

Los Angeles, CA 90019

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9590.

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Suitable Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff PAOLA VILLALVAZO ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against SK MARKET, INC. ("SK Market"), JAY'S MARKET INC. ("Jay's"), and ADVANCE FOOD MARKET, INC. ("Advance") (hereinafter collectively referred to as "Defendants"). Plaintiff was employed by Defendants in California between May of 2020 to October of 2020 as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Suitable Seating), violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant SK Market and/or Defendant Jay's and/or Defendant Advance during the relevant claim period.

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

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

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

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC
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egarcia@jcl-lawfirm.com

Attorneys for Plaintiff PAOLA VILLALVAZO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAOLA VILLALVAZO, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SK MARKET, INC., a California corporation;
ADVANCE FOOD MARKET, INC., a
California corporation; JAY'S MARKET INC.,
a California corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY 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;



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- 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
- 8. FAILURE TO REIMBURSE FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *ET SEQ.*].

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant SK MARKET, INC. (“Defendant SK Market”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

2. Defendant ADVANCE FOOD MARKET, INC. (“Defendant Advance”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

3. Defendant JAYS MARKET, INC. (“Defendant Jay’s”) 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 Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

4. Defendant SK Market, Defendant Advance and Defendant Jays were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed

1 work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein
2 and collectively referred to herein as “DEFENDANTS” and/or “DEFENDANT.”

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

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

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

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

1 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee paid on an
2 hourly basis and entitled to overtime pay and legally compliant meal and rest periods from May of 2020
3 to October of 2020.

4 10. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all individuals
5 who are or previously were employed by Defendant SK Market and/or Defendant Advance and/or
6 Defendant Jay's in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
7 at any time during the period beginning four (4) years prior to the filing of this Complaint and ending
8 on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the
9 aggregate claim of CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

10 11. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
11 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
12 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
13 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
14 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
15 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
16 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
17 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to
18 reimburse PLAINTIFF AND THE CALIFORNIA CLASS for required expenses in violation of
19 California Labor Code Section 2802, and (4) failed to provide accurate itemized wage statements in
20 violation of California Labor Code Sections 226 and 226.3.

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

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

28 ///



1 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
2 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
3 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
4 PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS
5 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
6 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
7 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
8 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
9 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
10 being accurately recorded and without compensation at the applicable minimum wage and overtime
11 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
12 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

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

26 **B. Rest Period Violations**

27 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
28 CLASS members were also required from time to time to work in excess of four (4) hours without



1 being provided ten (10) minute rest periods as a result of their rigorous work schedule and
2 DEFENDANTS' inadequate staffing . Further, for the same reasons these employees were denied their
3 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
4 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of
5 between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least
6 ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and
7 other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As
8 a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
9 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
10 DEFENDANTS and DEFENDANTS' managers.

11 **C. Off the Clock Work – Minimum Wage and Overtime Violations**

12 20. During the CLASS PERIOD, from time-to-time DEFENDANTS failed to accurately pay
13 PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours worked. Specifically,
14 DEFENDANT from time-to-time required PLAINTIFF and the other members of the CALIFORNIA
15 CLASS to perform off-the-clock work. Notwithstanding, from time-to-time DEFENDANTS failed to
16 pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary wages for performing
17 work at DEFENDANTS' direction, request and benefit, while off-the clock post-shift.

18 21. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF
19 and other members of the CALIFORNIA CLASS to perform post-shift work, including but not limited
20 to, turning off the lights in the back of the store, closing the back doors, turning the lights off in the front
21 of the store, setting the alarm and calling the alarm system to make sure it set for the night.

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

24 23. DEFENDANTS controlled the work schedules, duties, protocols, applications,
25 assignments and employment conditions of PLAINTIFF and the other members of the CALIFORNIA
26 CLASS.

27 24. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members
28 of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or

1 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for
2 all the work they performed, including off-the-clock work.

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

5 26. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of
6 the CALIFORNIA CLASS of all minimum, regular and overtime wages owed for the off-the-clock work
7 activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked
8 over 40 hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and
9 practices also deprived them of overtime pay.

10 27. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
11 the CALIFORNIA CLASS off-the-clock work was compensable under the law.

12 28. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited
13 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time
14 spent post-shift. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members
15 of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced
16 by DEFENDANTS' business records

17 **D. Wage Statement Violations**

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

26 30. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
28 and rest period premiums, or were not paid for all the time they spent working under DEFENDANT's

1 control, DEFENDANTS also failed to provide PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other
3 things, all hours worked and the penalty payments for missed meal and rest periods. In addition to the
4 foregoing violations, DEFENDANTS from time to time also issued PLAINTIFF and the other members
5 of the CALIFORNIA CLASS with wage statements that failed to comply with all the requirements of
6 Cal. Lab. Code § 226.

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

11 **E. Suitable Seating Violations**

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

18 33. In violation of the applicable sections of the California Labor Code and the requirements
19 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
20 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
21 PLAINTIFF and the other Members of the CALIFORNIA CLASS suitable seating when the nature of
22 these employees' work reasonably permitted sitting.

23 34. DEFENDANT knew or should have known that PLAINTIFF and other Members of the
24 CALIFORNIA CLASS were entitled to suitable seating and/or were entitled to sit when it did not
25 interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating
26 and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason
27 of this conduct applicable to PLAINTIFF and all Members of the CALIFORNIA CLASS,
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1 DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by
2 failing to provide suitable seats.

3 **F. Unreimbursed Business Expenses**

4 35. Defendant as a matter of corporate policy, practice and procedure, intentionally,
5 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the
6 CALIFORNIA CLASS or required business expenses they incurred in direct consequence of
7 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
8 employers are required to indemnify employees for all expenses incurred in the course and scope of
9 their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
12 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 36. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
14 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
15 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
16 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
17 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
18 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
19 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
20 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred
21 unreimbursed business expenses which included, but were not limited to, costs related to the use of their
22 personal cellular phones all on behalf of and for the benefit of DEFENDANTS

23 **CLASS ACTION ALLEGATIONS**

24 37. PLAINTIFF brings the First through Eleventh Causes of Action as a class action pursuant
25 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-
26 exempt California employees ("CALIFORNIA CLASS") at any time during the period beginning four
27 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court ("CLASS
28 PERIOD").

1 38. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
2 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
3 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
4 and rest period policies, failure to provide accurate itemized wage statements, failure to maintain
5 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

6 39. The members of the class are so numerous that joinder of all class members is impractical.

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

13 a. Whether DEFENDANTS maintained legally complaint meal period
14 policies and practices;

15 b. Whether DEFENDANTS maintained legally compliant rest period
16 policies and practices;

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

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

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

25 f. Whether DEFENDANT failed to reimburse PLAINTIF and
26 members of the CALIFORNIA CLASS for required expenses;

27 g. Whether DEFENDANTS issued legally compliant wage statements;

28 h. Whether DEFENDANTS committed an act of unfair competition by

1 systematically failing to record and pay PLAINTIFF and the other members
2 of the CALIFORNIA CLASS for all time worked;

3 i. Whether DEFENDANTS committed an act of unfair competition by
4 systematically failing to record all meal and rest breaks missed by
5 PLAINTIFF and other CALIFORNIA CLASS members, even though
6 DEFENDANTS enjoyed the benefit of this work, required employees to
7 perform this work and permits or suffers to permit this work;

8 j. Whether DEFENDANTS committed an act of unfair competition in
9 violation of the UCL, by failing to provide the PLAINTIFF and the other
10 members of the CALIFORNIA CLASS with the legally required meal and
11 rest periods; and,

12 41. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
13 of DEFENDANTS' conduct and actions alleged herein.

14 42. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
15 interests as the other members of the class.

16 43. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS members.

18 44. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 45. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
21 of the other CALIFORNIA CLASS members.

22 46. There is a strong community of interest among PLAINTIFF and the members of the
23 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
24 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

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

28 48. A class action is superior to other available methods for the fair and efficient adjudication

1 of this controversy because joinder of all class members is impractical. Moreover, since the damages
2 suffered by individual members of the class may be relatively small, the expense and burden of
3 individual litigation makes it practically impossible for the members of the class individually to redress
4 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
5 statutory and other legal questions within the class format, prosecution of separate actions by individual
6 members of the CALIFORNIA CLASS will create the risk of:

- 7 a. Inconsistent or varying adjudications with respect to individual members of the
8 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
9 parties opposing the CALIFORNIA CLASS; and/or,
10 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
11 which would as a practical matter be dispositive of the interests of the other members not
12 party to the adjudication or substantially impair or impeded their ability to protect their
13 interests.

14 49. Class treatment provides manageable judicial treatment calculated to bring an efficient
15 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
16 DEFENDANTS.

17 **FIRST CAUSE OF ACTION**

18 **For Unlawful Business Practices**

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

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

21 50. 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 51. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
24 17021.

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

28 Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The
2 court may make such orders or judgments, including the appointment of a
3 receiver, as may be necessary to prevent the use or employment by any
4 person of any practice which constitutes unfair competition, as defined in
5 this chapter, or as may be necessary to restore to any person in interest any
6 money or property, real or personal, which may have been acquired by
7 means of such unfair competition.

8 Cal. Bus. & Prof. Code § 17203.

9 53. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
10 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
11 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
12 “UCL”), by engaging and continuing to engage in business practices which violates California law,
13 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
14 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
15 1197, 1197.1, 1198, for which this Court should issue declaratory and other equitable relief pursuant to
16 Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
17 unfair competition, including restitution of wages wrongfully withheld.

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

23 55. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
24 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
25 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
26 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
27 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
28 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this

1 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 56. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
4 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
5 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

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

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

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

19 60. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
20 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
21 calculated overtime and missed meal and rest periods premiums.

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

28 62. All the acts described herein as violations of, among other things, the Industrial Welfare

1 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were
2 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
3 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.
4 Bus. & Prof. Code §§ 17200, *et seq.*

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

10 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
11 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
12 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
13 unfair business practices in the future.

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

21 **SECOND CAUSE OF ACTION**

22 **For Failure to Pay Overtime Compensation**

23 **[Cal. Lab. Code §§ 510, *et seq.*]**

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

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

27 67. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
28 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime
2 worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours
3 in a workday, and/or forty (40) hours in any workweek.

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

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

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

13 71. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
15 worked or were not accurately compensated for all overtime hours worked.

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

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

1 74. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
3 all overtime worked.

4 75. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
5 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
6 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
8 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
9 behalf of herself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
10 negotiable, non-waivable rights provided by the State of California.

11 76. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
12 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
13 to pay all earned wages.

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

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

25 79. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
26 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
27 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
28 employees for their labor as a matter of uniform company policy, practice and procedure, and

1 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
2 members of the CALIFORNIA CLASS for overtime worked.

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

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

20 **THIRD CAUSE OF ACTION**

21 **For Failure to Pay Minimum Wages**

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

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

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

26 83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
28 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay



1 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
2 LABOR CLASS PERIOD.

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

5 85. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
7 minimum so fixed is unlawful.

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

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

17 88. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
19 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
20 of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

1 91. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
3 to pay all earned wages.

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

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

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

22 95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
23 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
24 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
25 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
26 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
28 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of

1 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
2 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
3 entitled to seek and recover statutory costs.

4 **FOURTH CAUSE OF ACTION**

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

6 **[Cal. Lab. Code §§ 226.7 & 512]**

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

8 96. 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 Complaint.

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

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

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)**

5 104. 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.

7 105. 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.

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

1 failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
2 (3) 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.

5 107. 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))**

20 108. 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.

22 109. 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.

3 110. 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.”

5 111. 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.

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

19 113. 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.

26 114. 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.

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

6 119. PLAINTIFF therefore demands reimbursement on behalf of the members of the
7 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
8 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
9 rate and costs under Cal. Lab. Code § 2802.

10 **NINTH CAUSE OF ACTION**

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

12 **(Cal. Lab. Code §§ 2698 et seq.)**

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

14 120. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
15 the prior paragraphs of this Complaint.

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

25 122. PLAINTIFF, and such persons that may be added from time to time who satisfy the
26 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
27 this Representative Action on behalf of the State of California with respect to themselves and
28 individuals who are or previously were employed by Defendant SK Market and/or Defendant Advance

1 and/or Defendant Jay's in California and classified as non-exempt employees during the time period
2 of August 25, 2020 until the present (the "AGGRIEVED EMPLOYEES").

3 123. On August 25, 2021, PLAINTIFF gave written notice by certified mail to the Labor and
4 Workforce Development Agency (the "Agency") and the employer of the specific provisions of this
5 code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
6 hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add
7 these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF
8 may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 124. The policies, acts and practices heretofore described were and are an unlawful business
11 act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES for all of the hours they worked, including minimum wage and overtime
13 wages in violation of the Wage Order, (b) failed to provide meal and rest breaks, (c) failed to provide
14 accurate itemized wage statements, and (d) failed to timely pay wages, all in violation of the applicable
15 Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201,
16 202, 203, 204, 218.5, 218.6, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
17 1198, 1198.5, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to
18 Provide Seating), and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
19 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed
20 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California
21 for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.
22 PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's
23 fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section
24 2699(g)(1).

25 125. To the extent that any of the conduct and violations alleged herein did not affect
26 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected
27 other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519;
28 See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ["PAGA allows

1 an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an
2 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
3 Emphasis added, reh'g denied (June 13, 2018).)

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

8 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
9 a class action pursuant to Cal. Code of Civ. Proc. § 382;

10 B) An order temporarily, preliminarily and permanently enjoining and restraining
11 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

12 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
13 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

14 D) Restitutionary disgorgement of DEFENDANTS’s ill-gotten gains into a fluid fund for
15 restitution of the sums incidental to DEFENDANTS’s violations due to PLAINTIFF and to the other
16 members of the CALIFORNIA CLASS.

17 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
18 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
19 382;

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

24 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
25 which a violation occurs and one hundred dollars (\$100) per each member of the
26 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
27 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
28 of Cal. Lab. Code § 226;



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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 behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

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 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: August 25, 2021

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: August 25, 2021

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Advance Food Market Inc.
 c/o Myo 2. Km
 4000 W. PICO BLVD
 Los Angeles, CA 90019



9590 9402 6758 1074 2018 05

2. Article Number (Transfer from service label)

7021 0950 0001 6369 9590

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from the address on the label? If YES, enter delivery address below. No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail (limited value \$500)
- Registered Mail Express®
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jays Market, Inc.
 do Vincent Tran
 11218 S Central Ave.
 Los Angeles, CA 90059



9590 9402 6758 1074 2017 82

2. Article Number (Transfer from service label)

7021 0950 0001 6369 9613

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Villaivazo

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

ail Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sk Market Inc.
 c/o David Oh
 101 wagon
 Irvine, CA 92618



9590 9402 6758 1074 2017 99

2. Article Number (Transfer from service label)

7021 0950 0001 6369 9606

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X David Oh

Agent

Addressee

B. Received by (Printed Name)

David Oh

C. Date of Delivery

8/31/21

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

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Registered Mail Restricted Delivery (\$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery