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13 Attorneys for Representative Plaintiffs
14 and the Plaintiff Class

15 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

17 MAYRA CHAPARRO and JORGE
18 GARCIA, individually, and on behalf of
19 all others similarly situated,

20 Plaintiff,

21 vs.

22 BODEGA LATINA CORPORATION
23 dba EL SUPER and DOES 1 through
24 100, inclusive,

25 Defendants.

) **Case No.**

) **CLASS ACTION**

) **COMPLAINT FOR DAMAGES,**
) **INJUNCTIVE RELIEF AND RESTITUTION**

) **[Jury Trial Demanded]**

26 Representative Plaintiffs allege as follows:

27 **PRELIMINARY STATEMENT**

28 1. This is a class action seeking unpaid regular and overtime wages, including unpaid
compensation for meal and/or rest period violations, interest thereon, reimbursement of business
expenses, liquidated damages and other penalties, injunctive and other equitable relief, and
reasonable attorneys' fees and costs under, *inter alia*, California Labor Code §§ 200-204, inclusive,

1 226, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, California Business
2 and Professions Code §§ 17200, *et seq.* and California Code of Civil Procedure § 1021.5. Plaintiffs
3 Mayra Chaparro and Jorge Garcia (“Representative Plaintiffs” or “Plaintiffs”) bring this action on
4 behalf of themselves and all other persons similarly situated (“Class Members” and/or the
5 “Plaintiff Class”) who are or have been employed by defendant Bodega Latina Corporation, Inc.
6 dba El Super, and/or Does 1 through 100, inclusive (collectively “Defendant”) as non-exempt
7 Grocery Store Employees within the State of California within the applicable class period.

8 2. The class period is designated as the time from January 18, 2014 through trial,
9 based upon the allegation that the violations of California’s wage and hour laws, as described more
10 fully below, have been ongoing throughout that time.

11 3. During the class period, Defendant has had a consistent policy of (1) permitting,
12 encouraging and/or requiring Plaintiffs to work in excess of eight hours per day and/or in excess
13 of forty hours per week without paying them overtime compensation as required by California’s
14 wage and hour laws, (2) unlawfully denying Plaintiff and Class Members statutorily-mandated
15 meal and rest periods, (3) willfully failing to provide Plaintiffs and Class Members with accurate
16 semimonthly itemized wage statements reflecting the total number of hours each worked, the
17 applicable deductions, and the applicable hourly rates in effect during the pay period, and (4)
18 willfully failing to pay compensation in a prompt and timely manner to Plaintiffs and those Class
19 Members whose employment with Defendant has terminated.

20 INTRODUCTION

21 4. Defendant operates grocery stores within California for which Representative
22 Plaintiffs worked as Grocery Store Employees. The Representative Plaintiffs are informed and
23 believe and, on that basis, allege that, within the Class Period, Defendant employed dozens of
24 individuals in California in recent years to perform daily work within El Super grocery stores,
25 employment positions which did not, and currently do not, meet any known test for exemption
26 from the payment of overtime wages and/or the entitlement to meal or rest periods.

27 5. Despite actual knowledge of these facts and legal mandates, Defendant has and
28 continues to enjoy an advantage over its competition and a resultant disadvantage to its workers

1 by electing not to pay all wages due (regular and overtime wages, missed meal and rest period
2 compensation) and/or all penalties dues (including “waiting time” penalties) to its California based
3 grocery store employees.

4 6. Representative Plaintiffs are informed and believe and, based thereon, allege that
5 Defendant’s officers knew of these facts and legal mandates yet, nonetheless, repeatedly
6 authorized and/or ratified the violation of the laws cited herein.

7 7. Despite Defendant’s knowledge of Class Members’ entitlement to meal and/or rest
8 periods for all applicable work periods, Defendant failed to provide the same to Class Members,
9 in violation of California state statutes, the applicable California Industrial Welfare Commission
10 Wage Order, and Title 8 of the California Code of Regulations. This action is brought to redress
11 and end this prolonged pattern of unlawful conduct once and for all.

12 **JURISDICTION AND VENUE**

13 8. This Court has jurisdiction over the Representative Plaintiffs and Class Members’
14 claims for unpaid wages, expenses and/or penalties under, *inter alia*, the applicable Industrial
15 Welfare Commission Wage Order, Title 8 of the California Code of Regulations, various sections
16 of the California Labor Code, and/or the California Code of Civil Procedure § 1021.5.

17 9. This Court also has jurisdiction over the Representative Plaintiffs and Class
18 Members’ claims for injunctive relief and restitution of ill-gotten benefits arising from Defendant’s
19 unfair and/or fraudulent business practices under California Business & Professions Code § 17200,
20 *et seq.*

21 10. Venue as to Defendant is proper in this judicial district pursuant to California Code
22 of Civil Procedure § 395(a). Defendant operates grocery stores within the County of San
23 Bernardino where Plaintiffs and numerous Class Members work, transacts business, has agents,
24 and is otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful
25 acts alleged herein have and have had a direct effect on Representative Plaintiffs and those
26 similarly situated within the State of California and within the County of San Bernardino.

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PLAINTIFFS

1 11. Representative Plaintiff Mayra Chaparro is a natural person who was employed by
2 Defendant as a non-exempt grocery store employee during the Class Period. In this capacity,
3 Representative Plaintiff is and was entitled to full, uninterrupted and statutorily-mandated meal
4 and rest periods, as well as other benefits of employment as set forth herein.

5 12. Representative Plaintiff Jorge Garcia is a natural person who was employed by
6 Defendant as a non-exempt grocery store employee during the Class Period. In this capacity,
7 Representative Plaintiff is and was entitled to full, uninterrupted and statutorily-mandated meal
8 and rest periods, as well as other benefits of employment as set forth herein.

DEFENDANT

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11 13. Representative Plaintiffs are informed and believe and, based thereon, allege that,
12 at all times herein relevant, defendants Bodega Latina Corporation, Inc. dba El Super, and Does 1
13 through 100, did business within the State of California providing security services.

14 14. Those defendants identified as Does 1 through 100, inclusive, are and were, at all
15 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some or
16 each of the remaining defendants. Representative Plaintiffs are informed and believe and, on that
17 basis, allege that at all relevant times herein mentioned, defendants Bodega Latina Corporation,
18 Inc. dba El Super, and those identified as Does 1 through 100, inclusive, employed, and/or
19 exercised control over the wages, hours, and/or working conditions of the Representative Plaintiffs
20 and Class Members within the State of California.

21 15. The Representative Plaintiffs are unaware of the true names and capacities of those
22 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by
23 such fictitious names. The Representative Plaintiffs will seek leave of court to amend this
24 Complaint when such names are ascertained. The Representative Plaintiffs are informed and
25 believe and, on that basis, allege that each of the fictitiously-named defendants was responsible in
26 some manner for, gave consent to, ratified, and/or authorized the conduct herein alleged and that
27 the Representative Plaintiffs' and Class Members' damages, as herein alleged, were proximately
28 caused thereby.

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1 16. Representative Plaintiffs are informed and believe and, on that basis, allege that, at
2 all relevant times herein mentioned, each of the defendants was the agent and/or employee of each
3 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and
4 scope of such agency and/or employment.

5 **CLASS ACTION ALLEGATIONS**

6 17. The Representative Plaintiffs brings this action on behalf of their selves and as a
7 class action on behalf of all persons similarly situated and proximately damaged by Defendant's
8 conduct including, but not necessarily limited to, the following Plaintiff Class:

9 "All persons employed by Defendant as grocery store employers
10 and/or grocery store employees in California at any time on or after
11 January 18, 2014."

12 18. Defendant's officers and directors are excluded from the Plaintiff Class.

13 19. This action has been brought and may properly be maintained as a class action
14 under California Code of Civil Procedure § 382 because there is a well-defined community of
15 interest in the litigation and the proposed Class is easily ascertainable.

16 a. Numerosity: A class action is the only available method for the fair
17 and efficient adjudication of this controversy. The members of the
18 Plaintiff Class are so numerous that joinder of all members is
19 impractical, if not impossible, insofar as Representative Plaintiffs
20 are informed and believe and, on that basis, allege that there are
sufficient Class Members to meet the numerosity requirement.
Membership in the Class will be determined upon analysis of
employee and payroll, among other, records maintained by
Defendant.

21 b. Commonality: The Representative Plaintiffs and the Class Members
22 share a community of interests in that there are numerous common
23 questions and issues of fact and law which predominate over any
24 questions and issues solely affecting individual members, including,
25 but not necessarily limited to:

- 26 1) Whether Defendant violated California Business and
27 Professions Code § 17200, *et seq.* by failing to provide meal
28 and/or rest breaks to Class Members working eligible shifts;
- 2) Whether Defendant violated California Labor Code § 1174 by
failing to keep accurate records of employees' hours of work;

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- 3) Whether Defendant violated California Labor Code §§ 201-204 by failing to pay wages due and owing at the time that certain Class Members' employment with Defendant terminated;
 - 4) Whether Defendant violated California Labor Code § 226 by failing to provide semimonthly itemized statements to Class Members of total hours worked by each and all applicable hourly rates in effect during the pay period; and
 - 5) Whether Class Members are entitled to "waiting time" penalties, pursuant to California Labor Code § 203.
- c. Typicality: The Representative Plaintiffs' claims are typical of the claims of Class Members. The Representative Plaintiffs and Class Members sustained damages arising out of and caused by Defendant's common course of conduct in violation of law, as alleged herein.
 - d. Adequacy of Representation: The Representative Plaintiffs in this class action are adequate representatives of the Plaintiff Class in that the Representative Plaintiffs' claims are typical of those of the Plaintiff Class and the Representative Plaintiffs have the same interest in the litigation of this case as the Class Members. The Representative Plaintiffs are committed to vigorous prosecution of this case and has retained competent counsel who are experienced in conducting litigation of this nature. The Representative Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to Class Members as a whole. The Representative Plaintiffs anticipate no management difficulties in this litigation.
 - e. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual Class Member, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.

COMMON FACTUAL ALLEGATIONS

20. As described herein, for years, Defendant has knowingly failed to adequately compensate those employees within the class definition identified above for all wages earned (including premium wages such as compensation for missed meal and/or rest periods) under the

1 California Labor Code and the applicable IWC Wage Order, thereby enjoying a significant
2 competitive edge over other service providers.

3 21. Defendant has declined to pay these wages, even upon a Class Member's
4 termination or resignation from employment, in blatant violation of California Labor Code § 201
5 and/or § 202.

6 22. California Labor Code §§ 201 and 202 require Defendant to pay severed employees
7 all wages due and owed to the employee immediately upon discharge or within 72 hours of
8 resignation of their positions, in most circumstances. California Labor Code § 203 provides that
9 an employer who willfully fails to timely pay such wages must, as a penalty, continue to pay the
10 subject employees' wages until the back wages are paid in full or an action is commenced, and the
11 payment of such penalty shall continue for a period of time up to 30 days.

12 23. Furthermore, despite its knowledge of the Representative Plaintiffs' and the Class
13 Members' entitlement to compensation for all hours worked, Defendant violated California Labor
14 Code § 1174(d) by failing to provide or require the use, maintenance, or submission of time records
15 by members of the Plaintiff Class. Defendant also failed to provide the Representative Plaintiffs
16 and Class Members with accurate semimonthly itemized statements of the total number of hours
17 worked by each, and all applicable hourly rates in effect, during the pay period, in violation of
18 California Labor Code § 226. In failing to provide the required documents, Defendant has not only
19 failed to pay its workers the full amount of compensation due but the company has also, until now,
20 effectively shielded itself from its employees' scrutiny by concealing the magnitude and financial
21 impact of its wrongdoing that such documents might otherwise have led workers to discover.

22 24. Representative Plaintiffs and all persons similarly situated are entitled to unpaid
23 compensation, yet, to date, have not received such compensation despite many of the same having
24 been terminated by and/or resigned from Defendant's employ. More than 30 days have passed
25 since certain Class Members have left Defendant's employ.

26 25. As a consequence of Defendant's willful conduct in not paying former employees
27 compensation for all hours worked in a prompt and timely manner, certain Class Members are
28

1 entitled to up to 30 days wages as a penalty under California Labor Code § 203, together with
2 attorneys' fees and costs.

3 26. As a direct and proximate result of Defendant's unlawful conduct, as set forth
4 herein, the Representative Plaintiffs and Class Members have sustained damages, as described
5 above, including compensation for loss of earnings for hours worked on behalf of Defendant, in
6 an amount to be established at trial. As a further direct and proximate result of Defendant's
7 unlawful conduct, as set forth herein, certain Class Members are entitled to recover "waiting time"
8 penalties (pursuant to California Labor Code § 203) and penalties for failure to provide
9 semimonthly statements of hours worked and all applicable hourly rates (pursuant to California
10 Labor Code § 226) in an amount to be established at trial. As a further direct and proximate result
11 of Defendant's unlawful conduct, as set forth herein, the Representative Plaintiffs and Class
12 Members are also entitled to recover costs and attorneys' fees pursuant to California Code of Civil
13 Procedure § 1021.5, among other authorities.

14 27. Representative Plaintiffs seek injunctive relief prohibiting Defendant from
15 engaging in the complained-of illegal labor acts and practices in the future. Representative
16 Plaintiffs also seeks restitution of costs incurred by Representative Plaintiffs and Class Members
17 under California's Unfair Competition Law. Unless enjoined, Defendant's unlawful conduct will
18 continue unchecked, while Representative Plaintiffs and Class Members bear the financial brunt
19 of Defendant's unlawful conduct. As a further direct and proximate result of Defendant's unlawful
20 conduct, as set forth herein, Representative Plaintiffs and the Plaintiff Class are also entitled to
21 recover costs and attorneys' fees, pursuant to statute.

22
23 **FIRST CAUSE OF ACTION**
24 **UNLAWFUL FAILURE TO PAY WAGES**
25 **(California Labor Code §§ 200-204, 510, 1194, and 1198; IWC Wage Order(s))**

26 28. Plaintiffs incorporate in this cause of action each and every allegation of the
27 preceding paragraphs, with the same force and effect as though fully set forth herein.
28

1 29. During the limitations period, Plaintiffs performed work for Defendant, oftentimes
2 in excess of eight hours in a workday and/or forty hours in a workweek. The number of hours will
3 be proven at trial.

4 30. During the limitations period, Defendant refused to compensate Plaintiffs for all of
5 the wages earned, in violation of the applicable IWC Wage Order(s) and provisions of the
6 California Labor Code.

7 31. At all relevant times, Defendant was aware of, and was under a duty to comply
8 with, the overtime provisions of the California Labor Code including, but not limited to, California
9 Labor Code §§ 510, 1194, and 1198.

10 32. California Labor Code § 510(a), in pertinent part, provides:

11 Any work in excess of eight hours in one workday and any work in
12 excess of 40 hours in any one workweek and the first eight hours
13 worked on the seventh day of work in any one workweek shall be
14 compensated at the rate of no less than one and one-half times the
15 regular rate of pay for an employee.

16 33. California Labor Code § 1194(a), in pertinent part, provides:

17 Notwithstanding any agreement to work for a lesser wage, any
18 employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of this
21 minimum wage or overtime compensation, including interest
22 thereon, reasonable attorneys' fees, and costs of suit.

23 34. California Labor Code § 1198, in pertinent part, provides:

24 The maximum hours of work and the standard conditions of labor
25 fixed by the commission shall be the maximum hours of work and
26 the standard conditions of labor for employees. The employment of
27 any employee for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.

29 35. By refusing to compensate Plaintiffs for overtime wages earned, Defendant
30 violated those California Labor Code provisions cited herein as well as the applicable IWC Wage
31 Order(s).

32 36. As a direct and proximate result of Defendant's unlawful conduct, as set forth
33 herein, Plaintiffs have sustained damages, including loss of earnings for hours of overtime worked
34 on behalf of Defendant, in an amount to be established at trial. As a further direct and proximate

1 result of Defendant's unlawful conduct, as set forth herein, Plaintiffs are entitled to recover
2 penalties in amounts to be established at trial, as well as attorneys' fees and costs, and restitution,
3 pursuant to statute.

4
5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
7 **(California Labor Code §§ 226.7 and 512)**

8
9 37. Representative Plaintiffs incorporate in this cause of action each and every
10 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
11 herein.

12 38. At all relevant times, Defendant was aware of and was under a duty to comply with
13 California Labor Code § 226.7 and §512.

14 39. California Labor Code § 226.7 provides:

15 (a) No employer shall require any employee to work during any
16 meal or rest period mandated by an applicable order of the Industrial
17 Welfare Commission.

18 (b) If an employer fails to provide an employee a meal period or
19 rest period in accordance with an applicable order of the Industrial
20 Welfare Commission, the employer shall pay the employee one
21 additional hour of pay at the employee's regular rate of
22 compensation for each work day that the meal or rest period is not
23 provided.

24 40. Moreover, California Labor Code § 512(a) provides:

25 An employer may not employ an employee for a work period of
26 more than five hours per day without providing the employee with
27 a meal period of not less than 30 minutes, except that if the total
28 work period per day of the employee is no more than six hours, the
meal period may be waived by mutual consent of both the employer
and employee. An employer may not employ an employee for a
work period of more than 10 hours per day without providing the
employee with a second meal period of not less than 30 minutes,
except that if the total hours worked is no more than 12 hours, the
second meal period may be waived by mutual consent of the
employer and the employee only if the first meal period was not
waived.

41. Sections 11 and 12, respectively, of the applicable IWC Wage Order mandate that
employers provide all applicable meal and/or rest periods to non-exempt (including exempt-
misclassified) employees.

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42. Section 11 of the applicable IWC Wage Order provides:
- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes...
 - (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes...
 - (C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

43. Moreover, Section 12 of the applicable IWC Wage Order provides:
- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof ...
 - (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

44. By failing to consistently provide uninterrupted thirty-minute meal periods within the first five hours of work each day and/or uninterrupted net ten-minute rest periods to Representative Plaintiffs and Class Members, Defendant violated the California Labor Code and applicable IWC Wage Order provisions.

45. Representative Plaintiffs are informed and believe and, on that basis, allege that Defendant has never paid the one hour of compensation to any Class Member due to its violations of the California Labor Code and applicable IWC Wage Order provisions.

46. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Representative Plaintiffs and Class Members have sustained damages, including lost compensation resulting from missed meal and/or rest periods, in an amount to be established at trial.

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1 47. As a further direct and proximate result of Defendant's unlawful conduct, as set
2 forth herein, certain Class Members are entitled to recover other penalties, in amounts to be
3 established at trial, as well as recovery of attorneys' fees and costs, pursuant to statute.
4

5 **THIRD CAUSE OF ACTION**
6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
7 **(California Labor Code §§ 226 and 1174)**

8 48. Representative Plaintiffs incorporate in this cause of action each and every
9 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
10 herein.

11 49. California Labor Code § 226(a) provides:

12 Each employer shall semimonthly, or at the time of each payment of
13 wages, furnish each of his or her employees either as a detachable
14 part of the check, draft or voucher paying the employee's wages, or
15 separately when wages are paid by personal check or cash, an
16 itemized wage statement in writing showing: (1) gross wages
17 earned; (2) total number of hours worked by each employee whose
18 compensation is based on an hourly wage; (3) all deductions,
19 provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item; (4) net wages earned; (5)
21 the inclusive date of the period for which the employee is paid; (6)
22 the name of the employee and his or her social security number; and
23 (7) the name and address of the legal entity which is the employer.

24 50. Moreover, California Labor Code § 226(e) provides:

25 An employee suffering injury as a result of a knowing and
26 intentional failure by an employer to comply with subdivision (a) is
27 entitled to recover the greater of all actual damages or fifty dollars
28 (\$50) for the initial pay period in which a violation occurs and one
hundred dollars (\$100) per employee for each violation in a
subsequent pay period, not exceeding an aggregate penalty of four
thousand dollars (\$4,000), and is entitled to an award of costs and
reasonable attorney's fees.

51. Finally, California Labor Code § 1174(d) provides:

Every person employing labor in this state shall . . . [k]eep, at a
central location in the state...payroll records showing the hours
worked daily by and the wages paid to...employees.... These records
shall be kept in accordance with rules established for this purpose
by the commission, but in any case shall be kept on file for not less
than two years.

1 52. Representative Plaintiffs seek to recover actual damages, costs, and attorneys' fees
2 under these provisions on behalf of himself and on behalf of all Class Members.

3 53. Defendant has failed to provide timely, accurate itemized wage statements to the
4 Representative Plaintiffs and Class Members in accordance with California Labor Code § 226.
5 Representative Plaintiffs are informed and believe and, on that basis, allege that none of the
6 statements provided by Defendant accurately reflected actual gross wages earned, net wages
7 earned, or the appropriate deductions of such Class Members.

8 54. As a direct and proximate result of Defendant's unlawful conduct, as set forth
9 herein, the Representative Plaintiffs and Class Members have sustained damages in an amount to
10 be established at trial, and are entitled to recover attorneys' fees and costs of suit.

11
12 **FOURTH CAUSE OF ACTION**
13 **FAILURE TO PAY WAGES ON TERMINATION**
14 **(California Labor Code § 203)**

15 55. Representative Plaintiffs incorporate in this cause of action each and every
16 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
17 herein.

18 56. California Labor Code § 203 provides that:

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

25 57. Numerous Class Members were employed by Defendant during the class period
26 and were thereafter terminated or resigned from their positions, yet they were not paid all premium
27 (overtime) wages due upon said termination or within 72 hours of said resignation of employment
28 therefrom. Said non-payment was the direct and proximate result of a willful refusal to do so by
Defendant.

1 58. More than 30 days have elapsed since certain Class Members were involuntarily
2 terminated or voluntarily resigned from Defendant's employ.

3 59. As a direct and proximate result of Defendant's willful conduct in failing to pay
4 said Class Members for all hours worked, affected Class Members are entitled to recover "waiting
5 time" penalties of up to thirty days' wages pursuant to California Labor Code § 203 in an amount
6 to be established at trial, together with interest thereon, and attorneys' fees and costs.

7
8 **FIFTH CAUSE OF ACTION**
9 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
10 **(California Business & Professions Code §§ 17200-17208)**

11 60. Representative Plaintiffs incorporate in this cause of action each and every
12 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
13 herein.

14 61. Representative Plaintiffs further bring this cause of action seeking equitable and
15 statutory relief to stop Defendant's misconduct, as complained of herein, and to seek restitution of
16 the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices
17 described herein.

18 62. Defendant's knowing conduct, as alleged herein, constitutes an unlawful and/or
19 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
20 17208. Specifically, Defendant conducted business activities while failing to comply with the legal
21 mandates cited herein.

22 63. Defendant has clearly established a policy of accepting a certain amount of
23 collateral damage, as represented by the damages to the Representative Plaintiffs and to Class
24 Members herein alleged, as incidental to its business operations, rather than accept the alternative
25 costs of full compliance with fair, lawful, and honest business practices, ordinarily borne by its
26 responsible competitors and as set forth in legislation and the judicial record.
27
28

RELIEF SOUGHT

1 **WHEREFORE, the Representative Plaintiffs**, on behalf of themselves and the proposed
2 Plaintiff Class, pray for judgment and the following specific relief against defendants, and each of
3 them, jointly and separately, as follows:

4 1. That the Court declare, adjudge, and decree that this action is a proper class action
5 and certify the proposed Class and/or any other appropriate subclasses under California Code of
6 Civil Procedure § 382;

7 2. That the Court declare, adjudge, and decree that Defendant willfully violated its
8 legal duties to pay all wages due under the California Labor Code and the applicable California
9 Industrial Welfare Commission Wage Orders;

10 3. That the Court make an award to the Representative Plaintiffs and the Class
11 Members of one hour of pay at each employee's regular rate of compensation for each workday
12 that a meal period was not provided;

13 4. That the Court make an award to the Representative Plaintiffs and the Class
14 Members of one hour of pay at each employee's regular rate of compensation for each workday
15 that a rest period was not provided;

16 5. That the Court order Defendant to pay restitution to the Representative Plaintiffs
17 and the Class Members due to Defendant's unlawful activities, pursuant to California Business
18 and Professions Code §§ 17200-17208;

19 6. That the Court further enjoin Defendant, ordering it to cease and desist from
20 unlawful activities in violation of California Business and Professions Code § 17200, *et seq.*

21 7. For all other Orders, findings and determinations identified and sought in this
22 Complaint;

23 8. For interest on the amount of any and all economic losses, at the prevailing legal
24 rate;

25 9. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §
26 1021.5; and

27 10. For costs of suit and any and all such other relief as the Court deems just and proper.
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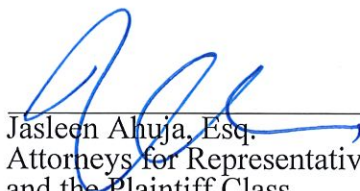
JURY DEMAND

Representative Plaintiffs, on behalf of themselves and the Plaintiff Class, hereby demand a trial by jury.

Dated: January 18, 2018

SCOTT COLE & ASSOCIATES, APC

By:



Jasleen Ahuja, Esq.
Attorneys for Representative Plaintiffs
and the Plaintiff Class