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Assigned for all Purposes
Judge Glenda Sanders
CX-101

Attorneys for Plaintiff Maria Gonzalez

7 **SUPERIOR COURT OF STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF ORANGE**

9 MARIA GONZALEZ, as an individual and
10 on behalf of other similarly situated
11 employees,

11 Plaintiff,

12 vs.

13 FISHER PRINTING, INC. an Illinois
14 corporation,

15 Defendants.

Case No.: 30-2021-01201814-CU-OE-CXC

Assigned for all purposes to:

CLASS ACTION CLAIMS

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PROVIDE MEAL BREAKS (IWC WAGE ORDERS 1, 4, 7, 9 SECTION 11)**
2. **CLAIM FOR FAILURE TO PROVIDE REST PERIODS (IWC WAGE ORDERS 1, 4, 7, 9 SECTION 12)**
3. **CLAIM FOR FAILURE TO PROVIDE AND MAINTAIN ACCURATE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS (LAB. CODE § 226(a))**
4. **CLAIM FOR FAILURE TO PAY FOR NECESSARY EXPENSES (CAL. LAB. CODE § 2802)**
5. **UNLAWFUL BUSINESS PRACTICES UNDER (BUS. AND PROF. CODE, § 17200, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Maria Gonzalez (“Plaintiff” or “Ms. Gonzalez”) makes the following allegations
2 against Defendant Fisher Printing, Inc. (“FPI”) (collectively referred to herein as “Defendants”):

3 **INTRODUCTION**

4 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
5 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
6 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
7 this Complaint through the date of certification in this action.

8 2. Defendants violated California law by preventing Class Members and Subclass
9 Members from providing lawful meal breaks, rest breaks, accurate itemized wage statements,
10 failure to pay business expenses and wages upon termination.

11 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
12 Members seeks premium wages for missed meal breaks, rest breaks, inaccurate itemized wage
13 statements, failure to pay business expenses and failure to pay wages upon termination.

14 Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees and costs,
15 prejudgment interest and other relief under California Industrial Welfare Commission (I.W.C.)
16 Wage Order Nos. 1, 4, 7, 9-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order Nos. 1, 4,
17 7, 9-2001”), and California Labor Code (Labor Code”) sections 226(a) 1-2, 5, 8, 9, 226.3,
18 226.7, 510, 512, 515, 558, 1194, 1198, 2699.5, California Code of Civil Procedure section
19 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
20 California common law.

21 4. The “Class Period” is designated as the time from four years from the date of filing tis
22 Complaint through the date of certification in this action through the trial of this action based
23 upon the allegation that the violations of the Labor Code and UCL, as described more fully
24 below, have been ongoing since at least four years prior to the date of the instant Complaint in
25 this action and are continuing.

26 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
27 provide; (1) adequate off-duty meal periods at least one half hour every five hours worked; (2)
28 failing to provide Class Members and Subclass Members with adequate on-duty rest periods of

1 ten minutes every four hours worked or a majority fraction thereof; (3) knowingly and
2 intentionally failing to furnish timely itemized statements accurately showing the correct
3 applicable hourly rate, accurate total hours worked, accurate gross and net wages earned or
4 hourly rate paid to Plaintiff, Class Members and Subclass Members; (4) pay all hours worked;
5 (5) failure to pay business expenses; and (6) failing to pay al wages upon termination.

6 6. During the Class Period, Defendants failed to provide Class Members and Subclass
7 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
8 day worked as required by Labor Code sections section 226.7, Wage Order No. 4-2001, 7-
9 2001, 9-2001.

10 7. During the Class Period, Defendants have failed to provide Class Members and
11 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
12 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
13 Order No. 4-2001, 7-2001, 9-2001.

14 8. During the Class Period, Defendants have failed to provide Class Members and
15 Subclass Members with accurate itemized wage statements as required by Labor Code section
16 226 (a) and 226.3.

17 9. During the Class Period, Defendants have failed to provide Class Members and
18 Subclass Members with all reimbursements for incurring business expenses on behalf of
19 Defendant as required by Labor Code section 2802.

20 10. Accordingly, Defendants violated UCL, with the violations of the California wage and
21 hour laws described above.

22 **GENERAL ALLEGATIONS**

23 **Parties and Venue.**

24 11. Plaintiff is, and at all relevant times was, a citizen and resident of the city of Santa Ana,
25 in the County of Orange in the State of California.

26 12. Plaintiff is informed and believes and on that basis alleges that at all relevant times
27 Defendant Fisher Printing, Inc. (“FPI”) is a Illinois corporation doing business in the State of
28

1 California with a principal place of business located at 1157 North Pacific Street, Orange,
2 California 92865.

3 13. In light of the facts that the wrongful acts of this defendant occurred and the causes
4 against them arose in Orange County, State of California, jurisdiction and venue is proper in
5 Orange County Superior Court.

6 **Doe Allegations.**

7 14. Plaintiff does not presently know the true names and capacities of defendant named as
8 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
9 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
10 informed and believes and on that basis alleges that each of the fictitious defendants have
11 participated in the acts alleged in this complaint to have been done by the named defendants.

12 **Vicarious Liability.**

13 15. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
14 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
15 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
16 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
17 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
18 wrongful activities of each of the remaining defendants.

19 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

20 16. Plaintiff worked as non-exempt employee at Defendants. Defendants are in a business that
21 manufactures and distributes paper, printing and newspapers products.

22 17. Plaintiff worked for Defendants. Plaintiff worked as a general laborer that performed many
23 duties such as working in the production line getting newspapers and putting them on pallets and
24 servicing customers for Defendants.

25 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

26 18. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
27 work shifts, Plaintiff would be required to do many work duty tasks revolved around the
28 warehouse and manufacturing tasks required by Defendant. During these shifts it would be very

1 busy where Plaintiff would not be able or permitted to take all of her entitled uninterrupted 10-
2 minute rest breaks each four hours or a 30 minute uninterrupted meal break every five hours at a
3 reasonably practicable time during their shifts when they worked more than a six, ten and twelve
4 hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring
5 Plaintiff, Class Members and Subclass Members to take late, short, interrupted, or no 10-minute
6 rest breaks and/or 30-minute meal breaks at a reasonably practicable time and failed to provide
7 timely 30-minute uninterrupted meal breaks and a third 10-minute uninterrupted rest break for
8 shifts above 10 and 12 hours. Defendants would not compensate Plaintiff, Class Members and
9 Subclass Members for all of their missed, short, late or interrupted, meal breaks or rest periods
10 throughout their employment nor were they paid all of premium wages for the missed, short, late
11 or interrupted, meal breaks and rest periods that should have been paid.

12 19. Plaintiff is informed and on that basis believes that all other Class Members and Subclass
13 Members and similarly situated employees of Defendants were under the same circumstances
14 and conditions of employment as them. Specifically, all other similarly situated employees
15 would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks
16 each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably
17 practicable time during their shifts when they worked more than a six hour shifts. Moreover,
18 Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late,
19 short, interrupted or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably
20 practicable time and Defendants failed to provide timely 30-minute uninterrupted meal breaks
21 and a third 10-minute uninterrupted rest break for shifts above 10 and 12 hours. Defendants
22 would not compensate them for all of their missed, short, late or interrupted, meal breaks or rest
23 periods throughout their employment nor were they paid all of premium wages for the missed,
24 short, late or interrupted, meal breaks and rest periods that should have been paid.

25 **Defendants Provided Inaccurate Wage Statements**

26 20. Furthermore, throughout Plaintiff's employment, its paystubs did not accurately reflect
27 their applicable total hours worked, net wages earned, gross wages earned, and actual applicable
28 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1--9.

1 Due to the fact that Defendants either did not provide any paystubs or excluded the hours worth
2 of work, gross and net wages earned that should have been reflected on their paystubs for work
3 during meal and rest periods. Therefore, their paystubs did not accurately reflect the total hours
4 worked, net wages earned, gross wages earned, accurately depict deductions that should have
5 been taken out and actual applicable wage rate corresponding with the total hours worked based
6 upon failing to include all hours that employed Plaintiff, Class and Subclass.

7 21. Plaintiff is informed and on that basis believes that all other similarly situated employees
8 of Defendants were under the same circumstances and conditions of employment as them.
9 Specifically, all other similarly situated employees were not provided with accurate itemized
10 wages statements and received paystubs that did not reflect their applicable total hours worked,
11 gross wages earned, net wages earned, depict deductions, and actual applicable wage rates
12 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
13 work on their paystubs or the actual applicable wage rate corresponding with the total hours
14 worked.

15 **Defendants Did Not Reimburse Plaintiff and Employees for Necessary Business Expenses**

16 22. Defendants pressured, encouraged and required Plaintiff, Class Members, Subclass
17 Members and similarly situated employees to purchase masks to prevent transmission from
18 COVID-19 to perform their jobs. Defendant did not reimburse for mandating, pressuring,
19 encouraging and requiring its workers to purchase their own COVID-19 face masks for work
20 purposes.

21 **CLASS ACTION ALLEGATIONS**

22 23. This action is maintainable as a representative action pursuant to California Code of Civil
23 Procedure section 382 as to violations of Wage Order Nos. 1, 4, 7, 9-2001 and UCL unpaid
24 overtime, failure to pay upon termination, meal and rest break violations, failure to furnish
25 timely, itemized wage statements, and attorneys' fees and costs. Plaintiff is a representatives of
26 other Class Members and Subclass Members and is acting on behalf of their interests. The
27 similarly situated employees are known to Defendants and are readily identifiable and locatable
28

1 through Defendants own employment records. The Class that Plaintiff seeks to represent is
2 defined as follows:

3
4 All individuals in California who worked for Defendants as nonexempt
5 employees at any time from four years of the date of the filing of this Complaint
6 through the date of certification.

7 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

8 All individuals in California who worked for Defendants as nonexempt
9 employees at any time from three years of the date of the filing of this Complaint
10 through the date of certification.

11 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

12 All individuals in California who worked for Defendants as nonexempt
13 employees at any time from one year of the date of the filing of this Complaint
14 through the date of certification.

15 The Subclass 3 that Plaintiff seeks to represent is defined as follows:

16 All nonexempt Class Members in California who worked for Defendants in which
17 they were entitled to a legally compliant meal breaks pursuant to Cal. Lab Code
18 section 226.7, 512 and not paid premium wages for missed, short, late or not
19 taken meal breaks from four years of the date of the filing of this Complaint
20 through the date of certification.

21 The Subclass 4 that Plaintiff seeks to represent is defined as follows:

22 All nonexempt Class Members in California who worked for Defendants in which
23 they were entitled to a legally compliant meal breaks pursuant to Cal. Lab Code
24 section 226.7, 512 and not paid premium wages for missed, short, late or not
25 taken meal breaks from three years of the date of the filing of this Complaint
26 through the date of certification.

27 The Subclass 5 that Plaintiff seeks to represent is defined as follows:

28 All nonexempt Class Members in California who worked for Defendants in which
they were entitled to a legally compliant rest breaks pursuant to Cal. Lab Code
section 226.7, 512 and not paid premium wages for missed, short, late or not
taken rest breaks from four years of the date of the filing of this Complaint
through the date of certification.

1 The Subclass 6 that Plaintiff seeks to represent is defined as follows:

2 All nonexempt Class Members in California who worked for Defendants in which
3 they were entitled to a legally compliant rest breaks pursuant to Cal. Lab Code
4 section 226.7, 512 and not paid premium wages for missed, short, late or not
5 taken rest breaks from three years of the date of the filing of this Complaint
through the date of certification.

6 The Subclass 7 that Plaintiff seeks to represent is defined as follows:

7 All exempt and nonexempt Class Members in California who worked for
8 Defendants in which they were entitled to a legally compliant wage statements
9 pursuant to Cal. Lab Code section 226(a) one year of the date of the filing of this
Complaint through the date of certification.

10 The Subclass 8 the Plaintiff seeks to represent is defined as follows:

11 All persons who were employed by Defendant in California as nonexempt
12 employees at any time from four years year prior to the date of filing of this action
13 through the date of signed order certifying the class and subjected to policies.
14 procedures or practices of having to purchase face masks and used for work
purposes without reimbursement.

15 The Subclass 9 the Plaintiff seeks to represent is defined as follows:

16 All persons who were employed by Defendant in California as nonexempt
17 employees at any time from three years year prior to the date of filing of this
18 action through the date of signed order certifying the class and subjected to
19 policies. procedures or practices of having to purchase face masks and used for
work purposes without reimbursement.

20 24. The individuals included within the alleged Class and Subclass are over one hundred
21 (100) and is so numerous that joinder of each of them would be impracticable, and the
22 disposition of their claims in a class action, rather than in numerous individual actions, will
23 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclasses 9
24 shall be collectively referred to herein as “Subclass”.

25 25. Among the proposed Class and Subclass there is a well-defined community of interest in
26 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
27 These common questions include, but are not limited to:
28

- a. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order Nos. 1, 4, 7, 9-2001;
- b. Whether Defendants failure to provide rest periods to Class Members and Subclass Members violates Labor Code section 226.7 and Wage Order Nos. 1, 4, 7, 9-2001;
- c. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;
- d. Whether Defendants' failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;
- e. Whether Defendants' failure to reimburse Class Members and Subclass Members for purchasing face masks for work purposes violates Labor Code section 2802;
- f. Whether Defendants various violations of the Labor Code serve as predicate violations of the UCL.

26. Common questions of law and/or fact predominate over questions that affect only individual Class Members and Subclass Members.

27. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

FIRST CAUSE OF ACTION

(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order Nos. 1, 4, 7, 9 Section 11, by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)

28. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

29. Plaintiff bring this claim on behalf of himself, the Class Members and Subclass Members.

30. Defendants were required to authorize and permit Plaintiff and Class Members and Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage Order Nos. 1, 4, 7, 9-2001 Section 11(A). Defendants failed to do so by not allowing such

1 uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to
2 premium wages and civil penalties as a consequence of this failure.

3 31. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
4 employees one (1) hour of pay at their regular rate of compensation for each workday that the
5 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7,
6 and 512, Industrial Welfare Commission Wage Order Nos. 1, 4, 7, 9-2001 Section 11(B). It
7 failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and
8 owed wages as a consequence of this failure.

9 32. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
10 Subclass Members have suffered and continues to suffer substantial losses related to the use and
11 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
12 in seeking to compel Defendants to fully perform its obligation under state law, all to their
13 respective damage in amounts according to proof at trial and within the jurisdictional limitations
14 of this Court.

15 33. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
16 available pursuant to the Labor Code, Wage Order Nos. 1, 4, 7, 9, and an award of reasonable
17 attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown
18 according to proof at trial.

19 **SECOND CAUSE OF ACTION**

20 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order Nos. 1, 4, 7,
21 9, Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

22 34. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
23 and below by reference as though set forth in full in this cause of action.

24 35. Plaintiff bring this claim on behalf of himself, the Class Members and Subclass
25 Members.

26 36. Defendants were required to authorize and permit employees to take uninterrupted rest
27 periods pursuant to Industrial Welfare Commission Wage Order Nos. 1, 4, 7, 9-2001 Section
28 12(A) and California Labor Code section 226.7. It failed to do so by not allowing such

1 uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed
2 wages and civil penalties as a consequence of this failure.

3 37. Defendants were required to pay the employees one (1) hour of pay at their regular rate of
4 compensation for each workday that the legally compliant rest period is not provided, pursuant to
5 Industrial Welfare Commission Wage Order Nos. 1, 4, 7, 9-2001 Section 12(B). Defendants
6 failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil
7 penalties as a consequence of this failure.

8 38. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and
9 Subclass Members have suffered and continues to suffer substantial losses related to the use and
10 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
11 in seeking to compel Defendants to fully perform its obligation under state law, all to their
12 respective damage in amounts according to proof at trial and within the jurisdictional limitations
13 of this Court. The exact amount of the applicable penalties is an amount to be shown according
14 to proof at trial.

15 39. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
16 Members seek all civil penalties and owed wages available pursuant to the Labor Code and
17 Wage Order Nos. 1, 4, 7, 9, and an award of reasonable attorney's fees and costs.

18 **THIRD CAUSE OF ACTION**

19 **(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class
20 and Subclass Against All Defendants and DOES 1-50)**

21 40. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
22 and below by reference as though set forth in full in this cause of action.

23 41. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
24 Members.

25 42. Labor Code section 226(a) requires An employer, semimonthly or at the time of each
26 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
27 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
28 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-

1 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
2 all deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
4 which the employee is paid, (7) the name of the employee and only the last four digits of his or
5 her social security number or an employee identification number other than a social security
6 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
7 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
8 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
9 during the pay period and the corresponding number of hours worked at each hourly rate by the
10 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
11 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
12 assignment. The applicable Wage Order provides: “Every employer shall semimonthly or at the
13 time of each payment of wages furnish each employee, either as a detachable part of the check,
14 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
15 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
16 (3) the name of the employee or the employee's social security number; and (4) the name of the
17 employer, provided all deductions made on written orders of the employee may be aggregated
18 and shown as one item.”

19 43. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
20 Subclass Members with timely and accurate wage and hour statements showing gross wages
21 earned, total hours worked, all deductions made, net wages earned, premium wages, all
22 applicable hourly rates in effect during each pay period, and the corresponding number of hours
23 worked at each hourly rate by them and Class Members and Subclass Members.

24 44. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
25 intentional failure to provide them with accurate the wage and hour statements required by law,
26 which injury shall exceed the jurisdictional minimums of the superior court.
27
28

FOURTH CAUSE OF ACTION

(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §§ 2802, 2804 Plaintiff, Class and Subclass Against All)

45. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

46. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

47. Plaintiff, Class Members and Subclass Members were non-exempt employees of Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members were not reimbursed for expenses arising in the course and scope of their services. These expenses included, but not limited to, use of face masks,

48. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled to the protections of IWC Order 4-2001, (Title 8 of the California Code of Regulations § 11090), and California Labor Code § 200, 500, 1194, 1197, and 1198).

49. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code § 2802 which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee indirect consequence of the discharge of his duties, or of his obedience to the directions of the employer.”

50. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code § 2804 which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

51. As a proximate result of Defendant’s policies in violation of Labor Code §§ 2802 and 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be shown according to proof to be in excess of the jurisdictional minimum of this Court.

52. Plaintiff is entitled to expenses, attorney’s fees. Interest, and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

53. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgment in civil

1 actions. Interest shall accrue from the date on which the employee incurred the necessary
2 expenditure. Plaintiff, Class Members and Subclass Members are entitled to said interest.

3 54. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for
4 expenses including, but not limited to, reimbursement for purchasing face masks, attorney's fees,
5 interest, and costs of suit pursuant to Labor code § 2802 for bringing this action.

6 **FIFTH CAUSE OF ACTION**

7 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**
8 **By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

9 55. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
10 and below by reference as though set forth in full in this cause of action.

11 56. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

12 57. Business & Professions Code section 17200 states "As used in this chapter, unfair
13 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
14 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
15 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
16 Code."

17 58. Through Defendants conduct during the applicable statutory period including, but not
18 limited to, the conduct alleged herein, including that alleged on information and belief, the
19 defendant has engaged in business practices in California by practicing, employing, and utilizing,
20 the employment practices outlined in the preceding paragraphs all in violation of California law
21 and the applicable Industrial Welfare Commission Wage Order. Defendants use of such practices
22 constitutes an unfair business practice, unfair competition, and provides as unfair advantage over
23 Defendants competitors doing business in the State of California that comply with their
24 obligations to properly provide employment conditions in compliance with the law and pay
25 employees for all earned wages and compensation as required by law.

26 59. Defendants violations of the California Civil Code, Labor Code and the applicable Wage
27 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
28 practices because these actions were done in a systematic manner over a period of time to the
detriment of Plaintiff, Class and Subclass. The acts complained of herein occurred within the last

1 four (4) years preceding the filing of this complaint and include, but are not limited to, failure to
2 (i) include the gross wages earned, total hours worked, net wages earned, , and applicable hourly
3 rates into the employee paystubs to allow them to ascertain the hourly rate in which they could
4 expect to be paid; (ii) provide proper rest breaks and meal breaks and pay premium wages; (iii)
5 maintain accurate records and provide and maintain accurate itemized wage statements reflecting
6 the amount of hours worked, name and address of legal entity employer, and applicable hourly
7 rates. Plaintiff is informed and believes and on that basis alleges that, at all times herein
8 mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair
9 business practices prohibited by California Business and Professions Code sections 17200 et
10 seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff, Class and
11 Subclass of the minimum working condition standards and conditions due, including those under
12 Labor Code and Wage Order.

13 60. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class and
14 Subclass have suffered injury in fact and lost money or property. Plaintiff, Class and Subclass
15 have been deprived of the rights to accurate and itemized wage statements, wages and benefits
16 due including those as alleged herein.

17 61. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class and
18 Subclass are entitled to seek restitution of all wages and other monies owed on behalf of
19 themselves and Aggrieved Employees belonging to them, including interest thereon, which
20 Defendants wrongfully withheld from them and retained for itself by means of its unlawful and
21 unfair business practices.

22 62. Plaintiff, Class and Subclass are entitled to an injunction and other declaratory and
23 equitable relief against such practices to prevent future damage for which there is no adequate
24 remedy at law, and to avoid a multiplicity of lawsuits.

25 63. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
26 alleged herein is continuing and there is no indication that Defendants will not continue such
27 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
28

1 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
2 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

3 64. As a direct and proximate result of Defendants conduct, Defendants have received and
4 will continue to receive monies that rightfully belong to members of the general public who have
5 been adversely affected by Defendants conduct, as well as to Plaintiff by virtue of any unpaid
6 wages and other monies or penalties associated therewith.

7 65. Plaintiff, Class and Subclass are entitled and seeks any and all available remedies
8 including but not limited to restitution and recovery of reasonable attorney's fees and costs
9 pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code
10 section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
13 Subclass, prays for judgment against Defendants as follows:

- 14 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
15 Section 382, on behalf of the proposed class;
- 16 B. Class notice to all Class Members and Subclass Members in California who worked
17 for Defendants from four years prior to the filing of the original Complaint through
18 the trial of this action;
- 19 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 20 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 21 E. The Court declare Defendants policies and/or practices of failing to provide meal
22 periods violates California Labor Code section 226.7, and 512 and Wage Order Nos.
23 1, 4, 7, 9-2001 Section 11(A) by failing to provide the Class Members, Subclass
24 Members and Aggrieved Employees with meal periods of at least one-half hour in
25 which they were relieved of all duties for every five hours of work;
- 26 F. The Court declare Defendants policies and/or practices of failing to provide rest
27 periods violates California Labor Code section 226.7 and Wage Order Nos. 1, 4, 7, 9-
28 2001 Section 12(A) by failing to provide the Class Members, Subclass Members and

1 Aggrieved Employees with rest periods of at least ten minutes in which they were
2 relieved of all duties for every four hours of work or major fraction thereof;

3 G. The Court declare Defendants policies and/or practices of failing to furnish accurate
4 wage statement to Class Members, Subclass Members and Aggrieved employees
5 violates Labor Code section 226; and

6 H. The Court declare Defendants policies and/or practices of failing to keep accurate
7 payroll records of daily hours worked for Plaintiff, Subclass Members and Class
8 Members violates Labor Code section 1174 and 1174.5.

9
10 **First Cause of Action:**

11 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
12 pursuant to Labor Code section 226.7 (c).

13 2. The exact amount of the applicable damages is an amount to be shown according to proof at
14 trial and within the jurisdictional limits of the Court.

15 3. An award to Class and Subclass Representative Plaintiff, and the Class Members and
16 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
17 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

18
19 **Second Cause of Action:**

20 4. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
21 Labor Code section 226.7 (c).

22 5. The exact amount of the applicable damages is an amount to be shown according to proof at
23 trial and within the jurisdictional limits of the Court.

24 6. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
25 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
26 1021.5, California 226, 226.7 and/or other applicable law.

1 **Third Cause of Action:**

2 7. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant
3 to Labor Code section 226.

4 8. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
5 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
6 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
7 applicable damages is an amount to be shown according to proof at trial and within the
8 jurisdictional limits of the Court.

9 9. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

10
11 **Fourth Causes of Action:**

12 10. For an award of damages to Plaintiff and the Class Members and Subclass Members
13 pursuant to Labor Code section 2802 et seq.

14 11. The exact amount of the applicable damages is an amount to be shown according to proof at
15 trial and within the jurisdictional limits of the Court.

16 12. An award to Class and Subclass Representative Plaintiff, and the Class Members and
17 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
18 Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.

19
20 **Fifth Cause of Action:**

21 15. For a temporary restraining order, a preliminary injunction, and a permanent injunction
22 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
23 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
24 business practices described in Paragraphs through 63 above;

25 16. For restitution, lost wages and penalties therewith;

26 17. For pre-judgment and post-judgment interest to the extent permitted by law;

27 18. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
28

1 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
2 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
3 19. For such other relief as the Court deems just and proper.
4

5 **As to All Causes of Action:**

6 20. For reasonable attorneys' fees and costs incurred

7 21. Interest accrued to date under the California Labor Code, including under Sections 226.7;

8 22. For such other and further relief as this Court may deem just and proper.

9 Dated: May 20, 2021

Jackson Law, APC

10
11 By: /s/ Armond M. Jackson
12 Armond M. Jackson
13 Attorneys for Plaintiff Maria Gonzalez

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff Maria Gonzalez demands a jury trial in the above captioned matter.

16 Dated: May 20, 2021

Jackson Law, APC

17 By: /s/ Armond M. Jackson
18 Armond M. Jackson
19 Attorneys for Plaintiff Maria Gonzalez
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