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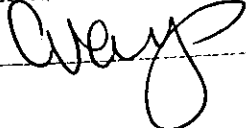
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15 ALMA R. CASTELLANOS, on behalf of herself and others similarly situated.

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 17 2017

Sherri K. Carter, Executive Officer/Clerk

By  Deputy

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

18 ALMA R. CASTELLANOS, on behalf of herself
19 and others similarly situated.

Case No.: BC567362

20 PLAINTIFF,

CLASS ACTION

21 vs.

**PLAINTIFF ALMA R. CASTELLANOS'
SECOND AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION AND
FOR:**

22 CONTINENTAL CURRENCY SERVICES,
23 INC., a corporation and DOES 1 to 100,
24 Inclusive.

25 DEFENDANTS.

- 26 1. **FAILURE TO PAY WAGES FOR
WORKDAYS DEFENDANT
FAILED TO PROVIDE AN
ADEQUATE MEAL PERIOD IN
VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512**
- 27 2. **FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 28 3. **FAILURE TO PAY OVERTIME
WAGES FOR DAILY OVERTIME
AND ALL TIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510, 1194, AND 1198**

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- 4. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226
- 5. FAILURE TO TIMELY PAY ALL EARNED WAGES DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203
- 6. UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.*
- 7. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, *et seq.*

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff, ALMA R. CASTELLANOS ("Plaintiff"), who alleges and complains against DEFENDANTS CONTINENTAL CURRENCY SERVICES, INC., and DOES 1 to 100, inclusive, (hereinafter, collectively referred to as "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for unpaid overtime wages, wages to compensate employees for workdays Defendants failed to provide meal periods and rest periods, statutory penalties for failure to provide accurate wage statements, waiting time penalties in the form of continuation wages for failure to timely pay employees, injunctive relief and other equitable relief, reasonable attorney's fees pursuant to Labor Code sections 226(e), 1194, 2699(g)(1); costs; and interest brought on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff's and the Class Members' claims for unpaid overtime wages, unpaid meal and rest period premium wages, statutory penalties for failure to provide accurate wage statements, waiting time penalties and claims for restitution under Business & Professions Code section 17200 *et seq.* because Defendants operate throughout California and

1 employed Plaintiff in Los Angeles County at 6821 Eastern Avenue, Bell Gardens, California 90201.

2 **III. PARTIES**

3 3. Plaintiff brings this action on behalf of herself and other members of the general
4 public similarly-situated. The named Plaintiff, and the class of persons on whose behalf this action
5 is filed, are current, former and/or future employees of Defendants who worked as hourly non-
6 exempt employees. At all times mentioned herein, the currently named Plaintiff is and was a
7 resident of California and was employed in a non-exempt position by Defendants during the liability
8 period as a cashier.

9 4. Plaintiff is informed and believes and thereon alleges that Defendant
10 CONTINENTAL CURRENCY is authorized to do business within the State of California and is
11 doing business in the State of California and/or that Defendants DOES 1-100 are, and at all times
12 relevant hereto were, officers, directors, or shareholders of Defendant CONTINENTAL
13 CURRENCY who were acting on behalf of Defendant CONTINENTAL CURRENCY in the
14 establishment of, or ratification, of, the aforementioned illegal payroll practices or policies.
15 Defendant CONTINENTAL CURRENCY operates throughout Los Angeles County and Orange
16 County and employed Plaintiff in Los Angeles County at 6821 Eastern Avenue, Bell Gardens,
17 California 90201.

18 5. Defendants employed Plaintiff as an hourly non-exempt employee from on or about
19 1988, through on or about January 10, 2014.

20 6. Plaintiff is informed and believes and on that basis alleges that CONTINENTAL
21 CURRENCY employed Plaintiff and other hourly non-exempt employees throughout the State of
22 California.

23 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
24 through 50 are corporations, or are other business entities or organizations of a nature unknown to
25 Plaintiff.

26 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

1 supervisor, independent contractor and/or employee of each Defendant and had operational control
2 for Defendants.

3 9. Plaintiff is unaware of the true names of Defendants Does 1 through 100. Plaintiff
4 sues said defendants by said fictitious names, and will amend this complaint when the true names
5 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
6 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
7 named defendants is in some manner responsible for the events and allegations set forth in this
8 complaint.

9 10. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
10 defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
11 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
12 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
13 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
14 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
15 complaint. Plaintiff is further informed and believes and thereon alleges that each defendant acted
16 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
17 each defendant knew or should have known about, authorized, ratified, adopted, approved,
18 controlled, aided and abetted the conduct of all other defendants. As used in this complaint,
19 "Defendant" means "Defendants and each of them," and refers to the Defendants named in the
20 particular cause of action in which the word appears and includes Defendants CONTINENTAL
21 CURRENCY and Does 1 through 100.

22 11. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
23 employee, and/or joint venturer of each of the other defendants and was acting within the course and
24 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and
25 consent of each of the other Defendants.

26 12. Plaintiff makes the allegations in this complaint without any admission that, as to any
27 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
28 reserves all of Plaintiff rights to plead in the alternative.

1 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

2 13. Pursuant to the applicable Industrial Welfare Commission Wage Order (“Wage
3 Order”), codified at California Code of Regulations title 8, section 11040, Defendants are employers
4 of Plaintiff within the meaning of the applicable Wage Order and applicable California Labor Code
5 sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs
6 complained of herein in violation of the Wage Order and the California Labor Code.

7 14. **Failure to pay non-exempt employees wages to compensate them for workdays**
8 **Defendants failed to provide adequate meal periods:** Defendants often employ non-exempt
9 employees, including the named Plaintiff and all others similarly-situated for shifts longer than five
10 hours in length.

11 15. California law requires an employer to provide an employee an uninterrupted meal
12 period of no less than 30-minutes in which the employee is relieved of all duties and the employer
13 relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Cal.
14 Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53
15 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal period shall
16 be considered an “on duty” meal period and counted as time worked. *Id.* A paid “on duty” meal
17 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
18 of all duty; and (2) the parties have a written agreement agreeing to “on duty” meal periods. *Id.*

19 16. If the employee is not free to leave the work premises or worksite during the meal
20 period, even if the employee is relieved of all other duty during the meal period, the employee still is
21 subject to the employer's control and the meal period is counted as time worked. *Id.*

22 17. If an employer fails to provide an employee a meal period in accordance with the
23 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for
24 each work day that a legally required meal period was not provided or was not duty-free. *Id.*

25 18. Plaintiff and similarly situated employees would work on workdays in shifts long
26 enough to entitle them to meal periods under California law. Despite that California law requires
27 employers to provide employees uninterrupted, duty free meal periods of not less than 30 minutes,
28 Defendants employed a policy and procedure which required Plaintiff and similarly situated

1 employees to take "on duty" meal periods where they were not relieved of all duties. The nature of
2 the job did not prevent the employee from being relieved of all duty and Defendants did not have a
3 valid written agreement permitting "on duty" meal periods.

4 19. Defendants failed to count Plaintiff and similarly situated employees' "on duty" meal
5 periods as hours worked. In addition, Defendants failed to provide meal period premium wages to
6 Plaintiff and other similarly situated employees to compensate them for workdays they did not
7 receive a legally required, duty free meal period of not less than thirty minutes. Defendants
8 employed policies and procedures which ensured Defendants would not receive legally required
9 meal periods. Defendants employed policies and procedures which ensured employees did not
10 receive meal period premium wages to compensate them for workdays that they did not receive all
11 legally required meal periods. The foregoing practices resulted in Plaintiff and all other similarly
12 situated employees not receiving credit for hours worked during "on duty" meal periods and not
13 receiving meal period premium wages to compensate them for workdays which Defendants did not
14 provide them with duty free meal periods of no less than 30 minutes in compliance with California
15 law.

16 20. **Failure to pay non-exempt employees wages to compensate them for workdays**
17 **Defendants failed to provide required rest periods:** Defendants often employed non-exempt
18 employees, including Plaintiff and all others similarly situated, for shifts at least 3.5 hours in length.

19 21. California law requires an employer to provide an employee a rest period of ten (10)
20 net minutes for every four hours worked, "which insofar as practicable shall be in the middle of
21 each work period." Cal. Lab. Code §226.7; Wage Order §12. Thus, employees are entitled to 10
22 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts between
23 six and ten hours in length, 30 minutes for shifts between 10 and 14 hours in length, and so on. *See*
24 *Brinker, supra*.

25 22. If the employer fails to provide a required rest period, the employer must pay the
26 employee one hour of pay at the employee's regular rate of compensation for each work day the
27 employer did not provide all legally required rest periods. *Id.*

28 23. Plaintiff and similarly situated employees would work on workdays in shifts long

1 enough to entitle them to rest periods under California law. Despite that California law requires
2 employers to provide employees with duty free rest periods; Defendants failed to provide duty free
3 rest periods to Plaintiff and other similarly situated employees in compliance with the law.
4 Defendants also failed to provide wages to Plaintiff and similarly situated employees to compensate
5 them for workdays they did not receive a legally required rest period.

6 24. Defendants employed policies and procedures which did not authorize and did not
7 provide for rest periods. Defendants' policies and procedures did not pay employees wages to
8 compensate them for workdays that they did not receive all legally required rest periods. This
9 practice resulted in Plaintiff and all other similarly situated employees not receiving wages to
10 compensate them for workdays which Defendants did not provide them with rest periods in
11 compliance with California law.

12 25. **Failure to pay wages for all hours worked at the employee's overtime rate of**
13 **pay:** Defendants employed a policy and procedure which would require employees to take "on duty"
14 meal periods in which they were not relieved of all duties. The nature of the job did not prevent
15 Plaintiff and similarly situated employees from being relieved of all duty during meal periods and
16 Defendants did not have a valid written agreement permitting "on duty" meal periods. Despite the
17 fact that Defendants' policies and procedures required Plaintiff and others similarly situated to take
18 "on duty" meal periods, Defendants required Plaintiff and those similarly situated to punch out for
19 their "on duty" meal periods. Defendants did not count Plaintiff and similarly situated employees'
20 "on duty" meal periods as hours worked. This resulted in time each work day which Plaintiff and
21 similarly situated employees were under control of Defendants but were not compensated.

22 26. Labor Code sections 510 and 1194 require an employer to compensate employees a
23 higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and
24 on any seventh consecutive day of work in a workweek.

25 Any work in excess of eight hours in one workday and any work in excess of 40
26 hours in any one workweek and the first eight hours worked on the seventh day of
27 work in any one workweek shall be compensated at the rate of no less than one
28 and one-half times the regular rate of pay for an employee. Any work in excess of
12 hours in one day shall be compensated at the rate of no less than twice the
regular rate of pay for an employee. In addition, any work in excess of eight hours

1 on any seventh day of a workweek shall be compensated at the rate of no less than
2 twice the regular rate of pay of an employee.

3 (Lab. Code §510.)

4 27. Despite that California law requires employers to pay employees for all hours worked
5 and at a higher rate of pay when those hours fall during work periods in excess of 8 hours in a
6 workday and 40 hours in a workweek; Defendants would fail to pay employees wages for their “on
7 duty” meal periods which Plaintiff and similarly situated employees were under control of
8 Defendants. To the extent Plaintiff and similarly situated employees had worked 8 hours in the day
9 and on workweeks they had already worked 40 hours in a workweek excluding their “on duty” meal
10 periods, they should have been paid overtime for their unpaid “on duty” meal period time. This
11 resulted in non-exempt employees working time which should have been paid at the legal overtime
12 rate, but was not paid any wages in violation of Labor Code sections 510, 1194, and the Wage
13 Orders.

14 28. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia) that,
15 upon paying an employee his or her wages, the employer must “furnish each of his or her employees
16 ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, except for any employee whose compensation is solely based on a salary and who is
18 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
19 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
20 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
21 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
22 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
23 name of the employee and his or her social security number, (8) the name and address of the legal
24 entity 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 29. Defendants failed to provide accurate wage and hour statements to Plaintiff and those
27 similarly situated by failing to include “on duty” meal period wages, missed meal and rest period
28 premium wages, overtime wages, to which Plaintiff and those similarly situated were entitled.

1 30. In addition, Defendants failed to include the name and address of the legal entity that
2 is the employer on each of Plaintiff and similarly situated employees' paystubs in violation of
3 California Labor Code section 226(a)(8).

4 31. **Failure to Pay California Employees All Wages Due at Time of**
5 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
6 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §
7 201) or within 72 hours of resignation (Cal. Lab. Code § 202).

8 32. Because Defendants failed to pay Plaintiff those similarly situated all their earned
9 wages (including "on duty" meal period wages, overtime wages, and meal and rest period premium
10 wages) Defendants failed to pay those employees timely after each employee's termination and/or
11 resignation.

12 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

13 33. Plaintiff brings this action on behalf of herself, on behalf of all others similarly
14 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

15 A. **Meal Period Class:** All current and former non-exempt employees employed
16 by Defendants in California at any time between July 28, 2012 through the date notice is mailed to a
17 certified class who did not receive uninterrupted, duty free meal periods due to Defendants' policies
18 and procedures and/or who took unpaid "on duty" meal periods even though the nature of the job
19 permitted uninterrupted, duty free meal periods and there was no valid written agreement agreeing
20 to on duty meal periods.

21 B. **Rest Period Class:** All current and former non-exempt employees employed
22 by Defendants in California at any time between July 28, 2012 and through the date notice is mailed
23 to a certified class who did not receive rest periods due to Defendants' policies and procedures.

24 C. **Overtime Class:** All current and former non-exempt employees employed by
25 Defendants in California at any time between July 28, 2012, and through the date notice is mailed to
26 a certified class who worked more than eight in a day to whom Defendants did not pay overtime
27 wages.

28 D. **Wage Statement Class:** All current and former non-exempt employees

1 employed by Defendants in California at any time within the four years prior to the filing of the
2 initial complaint in this action and through the date notice is mailed to a certified class who received
3 inaccurate wage statements.

4 E. **Waiting Time Class:** All current and former non-exempt employees
5 employed by Defendants in California at any time within December 19, 2013 through the date
6 notice is mailed to a certified class who did not receive payment of all unpaid wages with the
7 statutory time period.

8 F. **California Class:** All aforementioned classes are here collectively referred to
9 as the "California Class".

10 34. There is a well-defined community of interest in the litigation and the classes are
11 ascertainable:

12 A. **Numerosity:** While the exact number of class members in each class is
13 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
14 all members is impractical under the circumstances of this case.

15 B. **Common Questions Predominate:** Common questions of law and fact exist
16 as to all members of the Plaintiff classes and predominate over any questions that affect only
17 individual members of each class. The common questions of law and fact include, but are not
18 limited to:

19 i. Whether Defendants violated IWC Wage Orders and Labor Code
20 sections 226.7 and 512 by failing to afford members of the Meal Period Class duty free meal
21 periods;

22 ii. Whether Defendants failed to provide members of the Rest Period
23 Class, ten (10) minute rest breaks as contemplated by California law for every four hours worked or
24 major fraction thereof..

25 iii. Whether Defendants failed to provide members of the Overtime Class
26 with the legal rate of overtime pay for all hours worked in excess of 8 hours in a workday or 40
27 hours in a workweek;

28 iv. Whether Defendants failed to provide the Wage Statement Class

1 Members with accurate itemized statement at the time they received their itemized statements;

2 v. Whether Defendants failed to provide the Waiting Time Class with all
3 of their wages as well as their last wages within the Statutory time period;

4 vi. Whether Defendants committed unlawful business acts or practice
5 within the meaning of Business and Professions Code section 17200 *et seq.*;

6 vii. Whether Class Members are entitled to unpaid wages, penalties and
7 other relief in conjunction with their claims; and

8 viii. Whether, as a consequence of Defendant's unlawful conduct, the Class
9 Members are entitled to restitution, and/or equitable relief;

10 ix. Whether Defendant's affirmative defenses, if any, raise any common
11 issues of law or fact as to Plaintiff, and the Class Members as a whole.

12 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in
13 each of the classes. Plaintiff and the members of the Meal Period Class sustained damages arising
14 out of Defendants' failure to provide duty free meal periods and failure pay meal period wages for
15 workdays in which employees did not receive their legally required meal periods. Plaintiff and the
16 members of the Rest Period Class sustained damages arising out of Defendants' failure to pay rest
17 period wages for workdays in which employees did not receive their legally required rest periods.
18 Plaintiff and the members of the Overtime Class sustained damages arising out of Defendants'
19 failure to pay overtime wages for workdays in which employees worked more than eight hours or
20 workdays in which employees were subject to Defendants' control but not paid for their time,
21 resulting in workdays in which employees worked more than eight hours. Plaintiff and the
22 members of the Wage Statement Class sustained damages arising out of Defendants' failure to
23 furnish them with accurate itemized wage statements in compliance with California Labor Code
24 section 226. Plaintiff and the members of the Waiting Time Class sustained damages arising out of
25 Defendants' failure to provide all unpaid yet earned wages and/or final paycheck for last pay period
26 worked due upon separation of employment.

27 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
28 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the

1 other class members.

2 E. **Superiority:** A class action is superior to other available means for the fair
3 and efficient adjudication of this controversy. Because individual joinder of all members of each
4 class is impractical, class action treatment will permit a large number of similarly situated persons to
5 prosecute their common claims in a single forum simultaneously, efficiently, and without the
6 unnecessary duplication of effort and expense that numerous individual actions would engender.
7 The expenses and burdens of individual litigation would make it difficult or impossible for
8 individual members of each class to redress the wrongs done to them, while important public
9 interests will be served by addressing the matter as a class action. The cost to and burden on the
10 court system of adjudication of individualized litigation would be substantial, and substantially
11 more than the costs and burdens of a class action. Individualized litigation would also present the
12 potential for inconsistent or contradictory judgments.

13 F. **Public Policy Consideration:** Employers throughout the state violate wage
14 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
15 indirect retaliation. Former employees fear bringing actions because they perceive their former
16 employers can blacklist them in their future endeavors with negative references and by other means.
17 Class actions provide the class members who are not named in the complaint with a type of
18 anonymity that allows for vindication of their rights.

19 **I. FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES FOR WORKDAYS DEFENDANT FAILED TO PROVIDE AN**
21 **ADEQUATE MEAL PERIOD IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND**

22 **512**

23 **(As Against All Defendants by the Meal Period Class)**

24 35. Plaintiff incorporates paragraphs 1 through 34 above as though fully set forth herein.

25 36. California law requires an employer to provide an employee an uninterrupted meal
26 period of no less than 30-minutes in which the employee is relieved of all duties and the employer
27 relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal.
28 Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53

1 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal period shall
2 be considered an "on duty" meal period and counted as time worked. *Id.* A paid "on duty" meal
3 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
4 of all duty; and (2) the parties have a written agreement agreeing to "on duty" meal periods. *Id.* If
5 the employee is not free to leave the work premises or worksite during the meal period, even if the
6 employee is relieved of all other duty during the meal period, the employee is subject to the
7 employer's control and the meal period is counted as time worked. If an employer fails to provide
8 an employee a meal period in accordance with the law, the employer must pay the employee one
9 hour of pay at the employee's regular rate of compensation for each work day that a legally required
10 meal period was not provided or was not duty free. *Id.*

11 37. Plaintiff and similarly situated employees would work on workdays in shifts long
12 enough to entitle them to meal periods under California law. Despite that California law requires
13 employers to provide employees with duty free meal periods when they have worked a sufficient
14 amount of hours, Defendants failed to provide employees a full duty free thirty minute meal period
15 for each five hour period of work as required by law. Instead, Defendants required Plaintiff and
16 those similarly situated to clock out but remain "on duty" during their meal periods. Nothing in the
17 nature of Plaintiff and similarly situated employees' work prevented them from being relieved of all
18 duty during meal periods and the Parties did not have a valid written agreement agreeing to "on
19 duty" meal periods. Defendants failed to compensate Plaintiff and those similarly situated for their
20 "on duty" meal periods as time worked.

21 38. Defendants also failed to provide wages to Plaintiff and similarly situated employees
22 to compensate them for workdays they did not receive their legally required duty free meal period.
23 Defendants employed policies and procedures which ensured Plaintiff and similarly situated
24 employees would not receive a legally required, duty free full 30 minute meal periods. Defendants
25 employed policies and procedures which ensured employees did not receive any wages to
26 compensate them for workdays that they did not receive a full meal period. These practices resulted
27 in Plaintiff and all other similarly situated employees not receiving wages to compensate them for
28 workdays which Defendants did not provide them with all required meal periods including a second

1 duty free meal period in compliance with California law.

2 39. Defendants' policies and procedures made it impossible for Plaintiff and other Meal
3 Period Class members from receiving all legally required, duty free meal periods and prevented
4 Defendants from making such meal breaks available to Plaintiff and other Meal Period Class
5 Members when they worked a minimum of five hours in a work period.

6 40. Defendants' unlawful conduct alleged herein occurred in the course of employment
7 of Plaintiff and all others similarly situated and such conduct has continued through the filing of this
8 Complaint.

9 41. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff
10 and the California Meal Period Class Members for one hour of additional pay at the regular rate of
11 compensation for each workday that the proper meal period was not provided, pursuant to Labor
12 Code section 226.7 and the Wage Orders.

13 42. Plaintiff, on behalf of himself and on behalf of the Meal Period Class, seeks
14 damages and all other relief allowable including a missed meal break wage for each workday the
15 employee was not provided with a second thirty (30) minute uninterrupted meal break, prejudgment
16 and pre-judgment interest.

17 43. WHEREFORE, Plaintiff and the Meal Period Class Members are entitled to one hour
18 of pay for each workday they missed a meal break and pre-judgment interest.

19 **II. SECOND CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR**

21 **CODE SECTION 226.7**

22 **(As Against All Defendants by the Rest Period Class)**

23 44. Plaintiff incorporates paragraphs 1 through 43 above as though fully set forth herein.

24 45. At times relevant to this Complaint, Plaintiff and the members of the Rest Period
25 Class were non-exempt employees of Defendants covered by California Labor Code section 226.7
26 and the Wage Order.

27 46. California law requires an employer to authorize or permit an employee to take a rest
28 period of ten (10) net minutes for every four hours worked. Cal. Lab. Code §226.7; Wage Order

1 §12. Such rest periods must be in the middle of the four-hour period “insofar as practicable.” *Id.* If
2 the employer fails to provide any required rest period, the employer must pay the employee one hour
3 of pay at the employee’s regular rate of compensation for each work day the employer did not
4 provide at least one legally required rest period. *Id.*

5 47. Defendants failed to provide Plaintiff and the Class Members all required rest
6 periods and failed to pay wages to Plaintiff and similarly situated employees to compensate them for
7 each workday they did not receive all legally required rest periods. Defendants employed policies
8 and procedures which ensured Plaintiff and similarly situated employees would not receive all
9 legally required rest periods.

10 48. Defendants employed policies and procedures which ensured Plaintiff and similarly
11 situated employees did not receive any wages to compensate them for workdays that they did not
12 receive all legally required rest periods.

13 49. This practice resulted in Plaintiff and all other similarly situated employees not
14 receiving wages to compensate them for workdays which Defendants did not provide them with rest
15 periods in compliance with California law.

16 50. Plaintiff, on behalf of herself and on behalf of the Rest Period Class, seeks damages
17 and all other relief allowable including: rest period wages for each workday the employee was not
18 provided with all required rest periods of ten net minutes; and prejudgment interest.

19 51. Pursuant to California Labor Code section 226.7 and the Wage Order, Plaintiff and
20 the Rest Period Class Members are entitled to one hour of pay for each workday Defendants failed
21 to provide all required rest periods, plus pre-judgment interest.

22 **III. THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME AND ALL TIME**

24 **WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**

25 **(As Against All Defendants by the Overtime Class)**

26 52. Plaintiff hereby incorporates by reference paragraphs 1-51 above, as if fully set
27 herein by reference.

28 53. At times relevant to this Complaint, Plaintiff and the members of the Overtime Class

1 were non-exempt employees of Defendants covered by California Labor Code sections 510 and
2 1194 and the Wage Order.

3 54. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, non-
4 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of 8
5 hours in a workday.

6 55. California Labor Code section 510, subdivision (a), states in relevant part:

7 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
8 one workday and any work in excess of 40 hours in any one workweek and the first
9 eight hours worked on the seventh day of work in any one workweek shall be
10 compensated at the rate of no less than one and one-half times the regular rate of pay
11 for an employee. Any work in excess of 12 hours in one day shall be compensated at
12 the rate of no less than twice the regular rate of pay for an employee. In addition, any
13 work in excess of eight hours on any seventh day of a workweek shall be
14 compensated at the rate of no less than twice the regular rate of pay of an employee.
15 Nothing in this section requires an employer to combine more than one rate of
16 overtime compensation in order to calculate the amount to be paid to an employee
17 for any hour of overtime work.

14 56. Further, California Labor Code section 1198 provides,

15 The maximum hours of work and the standard conditions of labor fixed by the
16 commission shall be the maximum hours of work and the standard conditions of
17 labor for employees. The employment of any employee for longer hours than those
18 fixed by the order or under conditions of labor prohibited by the order is unlawful.

18 57. Defendants' payroll policies and procedures required employees of the Overtime
19 Class to work in excess of eight hours in a workday but Defendants did not pay employees' wages
20 for this time.

21 58. Specifically, Defendants would fail to pay Plaintiff and similarly situated employees'
22 wages for their "on duty" meal periods during which they were under control of Defendants. To the
23 extent the employees had worked 8 hours in the day and on workweeks they had already worked 40
24 hours in a workweek excluding their "on duty" meal periods, the employees should have been paid
25 overtime for their unpaid "on duty" meal period time. Plaintiff and other similarly situated
26 employees' unpaid, "on duty" meal periods often occurred in work periods during which the Class
27 Members had already worked at least eight hours in a workday. To the extent the unpaid work
28

1 occurred during such work periods such that it forced the Class Members to work overtime hours
2 during a workday, Defendants were required to pay employees wages at an overtime rate of pay.

3 59. As a result of Defendants' unlawful conduct, Plaintiff and members of the Overtime
4 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
5 wages at an overtime rate of pay for all on-the-clock and off-the-clock hours worked which
6 constitute overtime.

7 60. Pursuant to California Labor Code section 1194, Plaintiff and the Overtime Class
8 members are entitled to recover the full amount of their unpaid overtime wages, prejudgment
9 interest and attorneys' fees and costs.

10 **IV. FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**

12 **VIOLATION OF LABOR CODE SECTION 226**

13 **(As Against All Defendants by the Wage Statement Class)**

14 61. Plaintiff incorporates paragraphs 1 through 60 of this complaint as if fully alleged
15 herein.

16 62. At all relevant times, Plaintiff and the other members of the Wage Statement Class
17 were non-exempt employees of Defendants covered by California Labor Code section 226.

18 63. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff and the
19 other members of the class were entitled to receive, semimonthly or at the time of each payment of
20 wages, an itemized wage statement accurately stating the following:

- 21 (1) gross wages earned, (2) total hours worked by the employee, except for any
22 employee whose compensation is solely based on a salary and who is exempt
23 from payment of overtime under subdivision (a) of Section 515 or any applicable
24 order of the Industrial Welfare Commission, (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
26 (4) all deductions, provided that all deductions made on written orders of the
27 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by January 1, 2008,
only the last four digits of his or her social security number or an employee
identification number other than a social security number may be shown on the
itemized statement, (8) the name and address of the legal entity that is the

1 employer, and (9) all applicable hourly rates in effect during the pay period and
2 the corresponding number of hours worked at each hourly rate by the employee.

3 64. Defendants' illegal wage practices, including but not limited to Defendants' failure to
4 pay wages for "on duty" meal periods, failure to pay overtime wages for all overtime hours worked,
5 and failure to pay meal and rest period premium wages, resulted in Defendants providing their
6 hourly employees with inaccurate itemized wage statements in violation of California Labor Code
7 section 226.

8 65. Defendants provided Plaintiff and members of the Class with itemized statements
9 which stated inaccurate information including, but not limited to, the gross and net pay, and all
10 applicable hourly rates and earnings at each rate.

11 66. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
12 with accurate wage statements was knowing and intentional. Defendants had the ability to provide
13 Plaintiff and members of the Class with accurate wage statements but intentionally provided wage
14 statements that Defendants knew were not accurate. Defendants knowingly and intentionally put in
15 place practices which deprived employees of wages and resulted in Defendants' knowing and
16 intentional providing of inaccurate wage statements. These practices included Defendants' failure
17 to include all hours worked and all wages due.

18 67. As a result of Defendants' unlawful conduct, Plaintiff and members of the Class have
19 suffered injury. The absence of accurate information on their wage statements has prevented earlier
20 challenges to Defendants' unlawful pay practices, will require discovery and mathematical
21 computations to determine the amount of wages owed, and will cause difficulty and expense in
22 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
23 inaccurate information about wages and amounts deducted from wages to state and federal
24 government agencies. As a result, Plaintiff and similarly situated employees are required to
25 participate in this lawsuit and create more difficulty and expense for Plaintiff and similarly situated
26 employees from having to reconstruct time and pay records than if Defendants had complied with
27 their legal obligations.

28 68. Pursuant to California Labor Code section 226(e), Plaintiff and members of the

1 Wage Statement Class are entitled to recover fifty dollars per employee for the initial pay period in
2 which a Section 226 violation occurred and one hundred dollars per employee per violation for each
3 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

4 69. Pursuant to California Labor Code Section 226(g), Plaintiff and members of the
5 Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants'
6 compliance with California Labor Code section 226(a). Injunctive relief is warranted because
7 Defendants continue to provide currently employed members of the Class with inaccurate wage
8 statements in violation of California Labor Code section 226(a) and currently employed members of
9 the Class have no adequate legal remedy for the continuing injuries that will be suffered as a result
10 of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring
11 Defendants' compliance with California Labor Code section 226(a).

12 70. Pursuant to California Labor Code sections 226(e) and 226(g), Plaintiff and members
13 of the Wage Statement Class are entitled to recover the full amount of penalties due under Section
14 226(e), reasonable attorney fees, and costs of suit.

15 **V. FIFTH CAUSE OF ACTION**

16 **FAILURE TO TIMELY PAY ALL EARNED WAGES DUE AT TIME OF SEPARATION**
17 **OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

18 **(As Against All Defendants by the Waiting Time Class)**

19 71. Plaintiff incorporates paragraphs 1 through 70 of this complaint as if fully alleged
20 herein.

21 72. At all relevant times, Plaintiff and the other members of the Waiting Time Class
22 were employees of Defendants covered by Labor Code Sections 201 or 202.

23 73. Pursuant to Labor Code Sections 201 or 202, Plaintiff and members of the Waiting
24 Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior
25 to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior
26 to discharge immediately upon termination. Employees who resigned were entitled to payment of all
27 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
28 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid

1 prior to resignation at the time of resignation.

2 74. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages
3 earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. Plaintiff
4 is informed and believes and thereon alleges that at all relevant times within the limitations period
5 applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly
6 employees upon separation of employment wages for all unpaid wages and/or not paying them final
7 wages timely upon separation of employment.

8 75. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages
9 earned prior to termination timely in accordance with Labor Code Sections 201 or 202 was willful.
10 Defendants had the ability to pay all wages earned by hourly workers prior to termination in
11 accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or practices
12 incompatible with the requirements of Labor Code Sections 201 or 202. Defendants practices
13 including: failure to properly calculate and pay all "on duty" meal period wages; failure to pay
14 overtime wages; and failure to pay meal and rest period premium wages for workdays employees
15 did not receive meal and rest periods in compliance with California law. When Defendants failed to
16 pay hourly workers timely upon termination all wages earned prior to termination, Defendants knew
17 what they were doing and intended to do what they did. These unpaid wages included all unpaid
18 overtime.

19 76. Pursuant to Labor Code Section 201 or 202, Plaintiff and members of the Waiting
20 Time Class are entitled to all wages earned prior to termination that Defendants did not pay them.

21 77. Pursuant to Labor Code Section 203, Plaintiff and members of the Waiting Time
22 Class are entitled to continuation of their wages, from the day their earned and unpaid wages were
23 due upon termination until paid, up to a maximum of 30 days.

24 78. As a result of Defendants conduct, Plaintiff and members of the Waiting Time Class
25 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
26 earned prior to termination.

27 79. As a result of Defendants conduct, Plaintiff and members of the 203 Class have
28 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation

1 wages owed under Labor Code Section 203.

2 80. Pursuant to Labor Code Sections Plaintiff and members of the Waiting Time Class
3 are entitled to recover the full amount of their unpaid wages, continuation wages under Section 203,
4 and interest thereon.

5 **VI. SIXTH CAUSE OF ACTION**

6 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS**

7 **CODE SECTION 17200, *et seq.***

8 **(As Against All Defendants by the California Class)**

9 81. Plaintiff incorporates paragraphs 1 through 80 of this complaint as if fully alleged
10 herein.

11 82. The unlawful conduct of Defendants alleged herein constitutes unfair competition
12 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
13 includes Defendants' use of policies and procedures which resulted in failing to pay employees for
14 "on duty" meal periods; failure to pay overtime by failing to account for all time Plaintiff and
15 similarly situated employees worked; failure to provide rest periods; failure to pay meal and rest
16 period premium wages; providing inaccurate wage statements; and untimely paying all unpaid
17 wages after separation of employment. Due to Defendants' unfair and unlawful business practices in
18 violation of the Labor Code, Defendants have gained a competitive advantage over other
19 comparable companies doing business in the State of California that comply with their obligations
20 to pay employees for all hours worked.

21 83. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
22 members of the Meal Period Class, Rest Period Class, Overtime Class, Wage Statement Class, and
23 Waiting Time Class have suffered injury in fact and lost money or property, as described in more
24 detail above.

25 84. Pursuant to California Business and Professions Code Section 17203, Plaintiff and
26 members of the Meal Period Class, Rest Period Class, Overtime Class, Wage Statement Class, and
27 Waiting Time Class are entitled to restitution of all wages and other monies rightfully belonging to
28 them that Defendants failed to pay them and wrongfully retained by means of their unlawful and

1 unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the
2 California Class enjoining Defendants, and any and all persons acting in concert with them, from
3 engaging in each of the unlawful practices, policies and patterns set forth herein.

4 **VII. SEVENTH CAUSE OF ACTION**

5 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
6 **2004, LABOR CODE SECTION 2698, et seq.**

7 **(As Against All Defendants)**

8 85. Plaintiff incorporates paragraphs 1 through 84 of this complaint as if fully alleged
9 herein

10 86. During the one-year period preceding the filing of the initial complaint in this action,
11 Defendants violated California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and
12 1198 as alleged in more detail above.

13 87. Specifically, Defendants have committed the following violations of the California
14 Labor Code:

15 (a) **Failure to pay non-exempt employees wages to compensate them for**
16 **workdays Defendants failed to provide adequate meal periods:** Defendants often employ non-
17 exempt employees, including the named Plaintiff and all others similarly-situated for shifts longer
18 than five hours in length. California law requires an employer to provide an employee an
19 uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties
20 and the employer relinquishes control over the employee's activities prior to the employee's sixth
21 hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct.*
22 *(Hohnbaum)* (2012) 53 Cal.4th 1004. If the employee is not relieved of all duty during a meal
23 period, the meal period shall be considered an "on duty" meal period and counted as time worked.
24 *Id.* A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an
25 employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to
26 "on duty" meal periods. *Id.* If the employee is not free to leave the work premises or worksite
27 during the meal period, even if the employee is relieved of all other duty during the meal period, the
28 employee still is subject to the employer's control and the meal period is counted as time worked.

1 *Id.* If an employer fails to provide an employee a meal period in accordance with the law, the
2 employer must pay the employee one hour of pay at the employee's regular rate of pay for each
3 work day that a legally required meal period was not provided or was not duty-free. *Id.* Plaintiff
4 and similarly situated employees would work on workdays in shifts long enough to entitle them to
5 meal periods under California law. Despite that California law requires employers to provide
6 employees uninterrupted, duty free meal periods of not less than 30 minutes. Instead, Defendants
7 employed a policy and procedure which required Plaintiff and similarly situated employees to take
8 "on duty" meal periods where they were not relieved of all duties. In addition, Defendants failed to
9 provide meal period premium wages to Plaintiff and other similarly situated employees to
10 compensate them for workdays they did not receive a legally required, duty free meal period of not
11 less than thirty minutes. Defendants employed policies and procedures which ensured Defendants
12 would not receive legally required meal periods. Defendants employed policies and procedures
13 which ensured employees did not receive meal period premium wages to compensate them for
14 workdays that they did not receive all legally required meal periods. The foregoing practices
15 resulted in Plaintiff and all other similarly situated employees not receiving credit for hours worked
16 during "on duty" meal periods and not receiving meal period premium wages to compensate them
17 for workdays which Defendants did not provide them with duty free meal periods of no less than 30
18 minutes in compliance with California law.

19 (b) **Failure to pay non-exempt employees wages to compensate them for**
20 **workdays Defendants failed to provide required rest periods:** Defendants often employed non-
21 exempt employees, including Plaintiff and all others similarly situated, for shifts at least 3.5 hours in
22 length. California law requires an employer to provide an employee a rest period of ten (10) net
23 minutes for every four hours worked, "which insofar as practicable shall be in the middle of each
24 work period." Cal. Lab. Code §226.7; Wage Order §12. Thus, employees are entitled to 10 minutes
25 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts between six and
26 ten hours in length, 30 minutes for shifts between 10 and 14 hours in length, and so on. *See*
27 *Brinker, supra*. If the employer fails to provide a required rest period, the employer must pay the
28 employee one hour of pay at the employee's regular rate of compensation for each work day the

1 employer did not provide all legally required rest periods. *Id.* Plaintiff and similarly situated
2 employees would work on workdays in shifts long enough to entitle them to rest periods under
3 California law. Despite that California law requires employers to provide employees with duty free
4 rest periods; Defendants failed to provide duty free rest periods to Plaintiff and other similarly
5 situated employees in compliance with the law. Defendants also failed to provide wages to Plaintiff
6 and similarly situated employees to compensate them for workdays they did not receive a legally
7 required rest period. Defendants employed policies and procedures which did not authorize and did
8 not provide for rest periods. Defendants' policies and procedures did not pay employees wages to
9 compensate them for workdays that they did not receive all legally required rest periods. This
10 practice resulted in Plaintiff and all other similarly situated employees not receiving wages to
11 compensate them for workdays which Defendants did not provide them with rest periods in
12 compliance with California law.

13 (c) **Failure to pay wages for all hours worked at the employee's overtime**
14 **rate of pay:** Defendants employed a policy and procedure which would require employees to take
15 "on duty" meal periods in which they were not relieved of all duties. Defendants did not count
16 Plaintiff and similarly situated employees' "on duty" meal periods as hours worked. This resulted in
17 time each work day which Plaintiff and similarly situated employees were under control of
18 Defendants but were not compensated. Labor Code sections 510 and 1194 require an employer to
19 compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40
20 hours in a workweek, and on any seventh consecutive day of work in a workweek. Any work in
21 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and
22 the first eight hours worked on the seventh day of work in any one workweek shall be compensated
23 at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work
24 in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular
25 rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a
26 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
27 employee. (Lab. Code §510.) Despite that California law requires employers to pay employees for
28 all hours worked and at a higher rate of pay when those hours fall during work periods in excess of

1 8 hours in a workday and 40 hours in a workweek; Defendants would fail to pay employees wages
2 for their “on duty” meal periods which Plaintiff and similarly situated employees were under control
3 of Defendants. To the extent Plaintiff and similarly situated employees had worked 8 hours in the
4 day and on workweeks they had already worked 40 hours in a workweek excluding their “on duty”
5 meal periods, they should have been paid overtime for their unpaid “on duty” meal period time. This
6 resulted in non-exempt employees working time which should have been paid at the legal overtime
7 rate, but was not paid any wages in violation of Labor Code sections 510, 1194, and the Wage
8 Orders.

9 (d) **Pay Stub Violations:** California Labor Code section 226(a) provides (inter
10 alia) that, upon paying an employee his or her wages, the employer must “furnish each of his or her
11 employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
12 worked by the employee, except for any employee whose compensation is solely based on a salary
13 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
14 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
16 all deductions made on written orders of the employee may be aggregated and shown as one item,
17 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
18 the name of the employee and his or her social security number, (8) the name and address of the
19 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
20 and the corresponding number of hours worked at each hourly rate by the employee.” Defendants
21 failed to provide accurate wage and hour statements to Plaintiff and those similarly situated by
22 failing to include “on duty” meal period wages, missed meal and rest period premium wages,
23 overtime wages, to which Plaintiff and those similarly situated were entitled. In addition,
24 Defendants failed to include the name and address of the legal entity that is the employer on each of
25 Plaintiff and similarly situated employees’ paystubs in violation of California Labor Code section
26 226(a)(8).

27 (e) **Failure to Pay California Employees All Wages Due at Time of**
28 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an

1 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §
2 201) or within 72 hours of resignation (Cal. Lab. Code § 202). Because Defendants failed to pay
3 Plaintiff those similarly situated all their earned wages (including "on duty" meal period wages,
4 overtime wages, and meal and rest period premium wages) Defendant failed to pay those employees
5 timely after each employee's termination and/or resignation.

6 88. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
7 on behalf of him or herself and other current and former employees, to bring a civil action to recover
8 civil penalties and unpaid wages against all Defendants pursuant to the procedures specified in
9 Labor Code section 2699.3.

10 89. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
11 section 2699.3. By letters dated and postmarked December 19, 2014, Plaintiff gave written notice
12 by certified mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant of
13 the specific provisions of the Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violations. True and correct copies of Plaintiff's letters are attached
15 hereto as **Exhibit 1** and **Exhibit 2**, respectively, and are hereby incorporated by reference.

16 90. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
17 certified mail to the parties that it intends to investigate the alleged violation of the Labor Code
18 within 33 days of the date of the complainant's written notice. As of January 21, 2015, the LWDA
19 did not provide Plaintiff notice that it intended to investigate her allegations.

20 91. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties and wages for Defendants' violations of Labor Code sections 201, 202, 226, 226.7, 510,
22 512, and 1194.

23 (a) For violations of Labor Code sections 201 or 202, one hundred dollars (\$100)
24 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
25 for each aggrieved employee per pay period for each subsequent violation [penalty amounts
26 established by Labor Code section 2699(f)(2)];

27 (b) For violations of Labor Code section 226, two hundred fifty dollars (\$250)
28 for each aggrieved employee for each initial violation, and one thousand dollars (\$1,000) for each

1 aggrieved employee per pay period for each subsequent violation [penalty amounts established by
2 Labor Code section 226.3];

3 (c) For violations of Labor Code section 226.7, one hundred dollars (\$100) for
4 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
5 each aggrieved employee per pay period for each subsequent violation [penalty amounts established
6 by Labor Code section 2699(f)(2)];

7 (d) For violations of Labor Code section 510, fifty dollars (\$50) for each
8 aggrieved employee for each pay period for the initial violation, and for each subsequent violation,
9 one hundred (\$100) for each underpaid employee for each pay period [penalty amounts established
10 by California Labor Code section 2699(f)(2)];

11 (e) For violations of Labor Code section 512, fifty dollars (\$50) for each
12 aggrieved employee for each pay period for the initial violation, and for each subsequent violation,
13 one hundred (\$100) for each underpaid employee for each pay period [penalty amounts established
14 by California Labor Code section 2699(f)(2)]; and

15 (f) For violations of Labor Code section 1194, one hundred dollars (\$100) for
16 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
17 each aggrieved employee per pay period for each subsequent violation penalty amounts established
18 by California Labor Code section 2699(f)(2)].

19 92. Pursuant to California Labor Code section 2699 (g)(1), Plaintiff is entitled to an
20 award of reasonably attorneys' fees and costs in connection with her claims for civil penalties.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON BEHALF OF THOSE**
23 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

24 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES**
25 **OF ACTION:**

26 1. That the Court determine that this action may be maintained as a class action (for the
27 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code
28 of Civil Procedure section 382 and any other applicable law;

- 1 3. For any and all legally applicable penalties;
- 2 4. For pre-judgment interest, including but not limited to that recoverable under
- 3 California Labor Code section 1194, and post-judgment interest;
- 4 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
- 5 under California Labor Code section 1194; and,
- 6 6. For such and other further relief, in law and/or equity, as the Court deems just or
- 7 appropriate.

ON THE FOURTH CAUSE OF ACTION:

- 9 1. That Defendants be found to have violated the provisions of the California Labor
- 10 Code regarding accurate itemized paystubs as to the Wage Statement Class;
- 11 2. For damages and/or penalties, according to proof, including damages and/or statutory
- 12 penalties under California Labor Code section 226(e) and any other legally applicable damages or
- 13 penalties;
- 14 3. For pre-judgment interest and post-judgment interest;
- 15 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
- 16 under California Labor Code section 226(e); and,
- 17 5. For such and other further relief, in law and/or equity, as the Court deems just or
- 18 appropriate.

ON THE FIFTH CAUSE OF ACTION:

- 20 1. That Defendants be found to have violated the provisions of the California Labor
- 21 Code regarding payment of all unpaid wages due upon resignation or termination as to the Waiting
- 22 Time Class;
- 23 2. For damages and/or penalties, according to proof, including damages and/or statutory
- 24 penalties under California Labor Code section 203 and any other legally applicable damages or
- 25 penalties;
- 26 3. For pre-judgment interest, including under California Labor Code section 218.6, and
- 27 post-judgment interest; and,
- 28 4. For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE SIXTH CAUSE OF ACTION:**

3 1. That Defendants be found to have violated California Business and Professions Code
4 section 17200, et seq., for the conduct alleged herein as to all Classes;

5 2. A declaratory judgment that the practices complained herein are unlawful;

6 3. An injunction against Defendants enjoining them, and any and all persons acting in
7 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
8 herein;

9 4. For restitution to the full extent permitted by law; and,

10 5. For such and other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 **ON THE SEVENTH CAUSE OF ACTION:**

13 1. That Defendants be found to have violated the provisions of the California Labor
14 Code and Wage Order as to Plaintiff and current and former aggrieved employees;

15 2. For any and all legally applicable penalties, including but not limited to that
16 recoverable under California Labor Code sections 2699(f), 201, 202, 226, 226.7, 510, 512, 1194,
17 and 1197.

18 3. For attorneys' fees and costs of suit, including, but not limited to, that recoverable
19 under California Labor Code section 2699(g); and

20 4. For such and other further relieve, in law and/or equity, as the Court deems just or
21 appropriate.

22 Dated: February 17, 2017

23 Respectfully submitted,
24 **LAVI & EBRAHIMIAN, LLP**

25 By: 

26 Joseph Lavi, Esq.
27 Vincent C. Granberry, Esq.
28 Attorneys for PLAINTIFF
ALMA R. CASTELLANOS
and Other Class Members

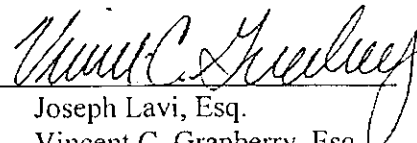
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DEMAND FOR JURY TRIAL

PLAINTIFF ALMA R. CASTELLANOS demands a trial by jury for herself and the California Class on all claims so triable.

Dated: February 17, 2017

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Attorneys for PLAINTIFF
ALMA R. CASTELLANOS
and Other Class Members

“EXHIBIT 1”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
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BEVERLY HILLS, CALIFORNIA 90211
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December 19, 2014

VIA CERTIFIED U.S. MAIL & FAX
7014 1200 0000 8174 3350

California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Alma Castellanos / Continental Currency Services, Inc.

Dear Madam/Sir:

My firm has been retained by Ms. Alma Castellanos (hereinafter "Plaintiff" or "Castellanos") concerning a wage and hour class action against her former employer, Continental Currency Services, Inc. (hereinafter "Defendant" or "CCS"). I am writing this letter to the Labor & Workforce Development Agency ("LWDA") pursuant to the provisions of California Labor Code sections 2699 and 2699.3. The purpose of this letter is to inquire whether the LWDA intends to investigate and seek civil penalties associated with our client's allegations of her former employers' violations of the Labor Code.

My client, Castellanos, worked for Defendants as a non-exempt cashier from approximately 1988 through January 10, 2014.

The following is the summary of my client's wage and hour allegations against her former employers.

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client and those similarly situated would take "on duty" meal periods were they were not relieved of all duty and remained subject to Defendant's control. Notably, the nature of the work did not prevent my client or other similarly situated employees from being relieved of all duty and Plaintiff and Defendant never entered into a written agreement agreeing to "on duty" meal periods. Nevertheless, Defendant required my client and other similarly situated to take "on duty" meal periods.

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Labor & Workforce Development Agency
Re: *Castellanos v. CCS*
December 19, 2014
Page 3 of 4

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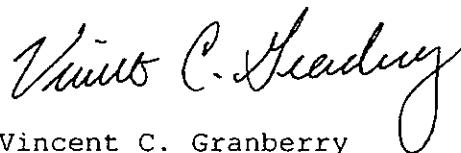
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Thank you for your assistance and cooperation in this matter. Please call me if you have any questions.

Very truly yours;

LAVI & EBRAHIMIAN, LLP



Vincent C. Granberry

Labor & Workforce Development Agency

Re: *Castellanos v. CCS*

December 19, 2014

Page 4 of 4

Cc: Continental Currency Services, Inc.

(U.S. Certified Mail 7014 1200 0000 8174 3367)

Cc: Continental Currency Services, Inc. C/o Fred Kunik, Registered
Agent (U.S. Certified Mail 7014 1200 0000 8174 3374)

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California Labor & Workforce
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 800 Capitol Mall, MIC-55
 Sacramento, CA 95814

PS Form 3800, August 2006

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PS Form 3811, July 2013

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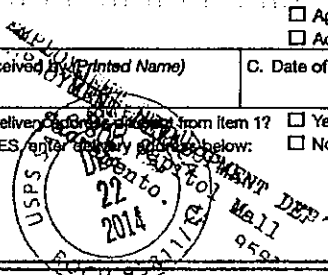
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 Addressee

B. Received By (Printed Name) C. Date of Delivery

D. Is delivery restricted from item 1? Yes
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4. Restricted Delivery? (Extra Fee) Yes



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1. Article Addressed to: <p style="text-align: center;"> California Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 </p>	B. Received by (<i>Printed Name</i>) C. Date of Delivery
2. Article Number <i>(Transfer from service label)</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, July 2013	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery 4. Restricted Delivery? (<i>Extra Fee</i>) <input type="checkbox"/> Yes
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 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, CA 90211**

Castellanos vs. CCS/LWDA/AS

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LAVI & BRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



7014 1200 0000 8174 3350

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

“EXHIBIT 2”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

December 19, 2014

VIA CERTIFIED U.S. MAIL & FAX
7014 1200 0000 8174 3350

California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Alma Castellanos / Continental Currency Services, Inc.

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Labor & Workforce Development Agency
Re: *Castellanos v. CCS*
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Labor & Workforce Development Agency
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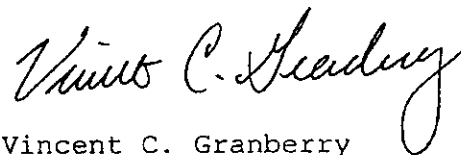
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Vincent C. Granberry

Labor & Workforce Development Agency

Re: Castellanos v. CCS

December 19, 2014

Page 4 of 4

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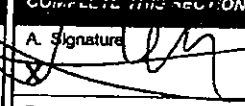
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Castellanos vs. CGS/LWDA/AS

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8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



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Continental Currency Services, Inc.
6821 Eastern Avenue
Bell Gardens, CA 90201

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BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

December 19, 2014

VIA CERTIFIED U.S. MAIL & FAX
7014 1200 0000 8174 3350

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Sacramento, California 95814

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Labor & Workforce Development Agency
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Labor & Workforce Development Agency
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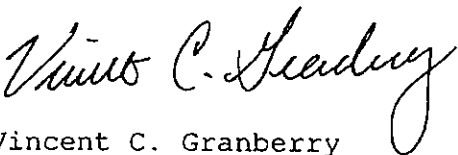
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Vincent C. Granberry

Labor & Workforce Development Agency

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December 19, 2014

Page 4 of 4

Cc: Continental Currency Services, Inc.

(U.S. Certified Mail 7014 1200 0000 8174 3367)

Cc: Continental Currency Services, Inc. C/o Fred Kunik, Registered
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Continental Currency Services, Inc.
 c/o: Fred Kunik, Registered Agent
 1108 East 17th Street
 Santa Ana, CA 92701

PS Form 3800, August 2005

See Reverse for Instructions

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Continental Currency Services, Inc.
 c/o: Fred Kunik, Registered Agent
 1108 East 17th Street
 Santa Ana, CA 92701

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x Fred Kunik

B. Received by (Printed Name) *Fred Kunik* C. Date of Delivery *12-22-14*

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4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ 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. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <p style="text-align: center;">Continental Currency Services, Inc. c/o: Fred Kunik, Registered Agent 1108 East 17th Street Santa Ana, CA 92701</p>	B. Received by (Printed Name) C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Article Number <i>(Transfer from service label)</i>	3. Service Type <input checked="" type="checkbox"/> Certified Mail [®] <input type="checkbox"/> Priority Mail Express [™] <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
	7014 1200 0000 8174 3374

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BEVERLY HILLS, CALIFORNIA 90211

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1108 East 17th Street
Santa Ana, CA 92701

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action: my business address is 8889 W. Olympic Blvd., Beverly Hills,
6 California 90211.

7 On March 17, 2017, I served the foregoing document, described as: "**SECOND AMENDED
COMPLAINT**" on all interested parties in this action as follows:

8 *Attorneys for Defendant Continental Currency
Services, Inc.:*

Co-counsel for Plaintiff:

9 Lauren Katunich
10 **Lathrop & Gage LLP**
11 1888 Century Park E 10th Floor
Los Angeles, CA 90067

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN, II
18250 Ventura Boulevard
Tarzana, California 91356

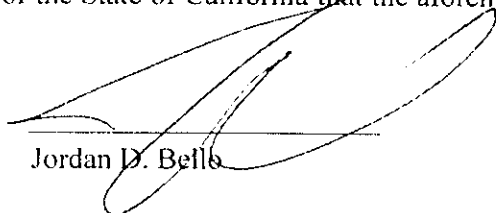
12 **(BY MAIL)** As follows: I placed such envelope, with postage thereon prepaid, in the
13 United States mail at Los Angeles, California. I am "readily familiar" with the firm's
14 practice of collecting and processing correspondence for mailing. Under that practice, it
15 would be deposited with the U.S. Postal Service on that same day, with postage thereon
16 fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware
17 that, on motion of the party served, service is presumed invalid if the postal cancellation or
18 postage meter date is more than one day after the date of deposit for mailing in this
19 affidavit.

20 **(BY ELECTRONIC SERVICE)** Pursuant to California Rules of Court Rule 2.251, Code
21 of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I
22 sent such document via use of CASEANYWHERE

23 **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the
24 attorney at the offices listed above.

25 I declare under penalty of perjury under the laws of the State of California that the aforementioned
26 service information is true and correct.

27 Dated: March 17, 2017

28 
Jordan D. Bello