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7 on behalf of himself and all others similarly situated

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

Judge William Cluster

11 ALBINO NUNEZ, on behalf of himself and
all others similarly situated,

12 Plaintiff,

13 v.

14 CANNERY SEAFOOD OF THE PACIFIC,
15 LLC, a California limited liability company;
2751 WEST COAST ACQUISITION
16 COMPANY, LLC, a California limited
liability company; and DOES 1 through 100,
17 inclusive,

18 Defendants.

CASE NO.: 30-2020-01136520-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME WAGES;
- 2. FAILURE TO PAY MINIMUM WAGES;
- 3. FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF;
- 4. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF;
- 5. WAGE STATEMENT VIOLATIONS;
- 6. WAITING TIME PENALTIES;
- 7. VIOLATION OF LABOR CODE § 2802;
- 8. VIOLATION OF LABOR CODE § 404; and
- 9. UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

27 COMES NOW plaintiff ALBINO NUNEZ (“Plaintiff”), on behalf of himself and all others
28 similarly situated, and alleges as follows:

1 **GENERAL ALLEGATIONS**

2 **INTRODUCTION**

3 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
4 on behalf of Plaintiff and all other current and formerly similarly situated employees employed by
5 or formerly employed by CANNERY SEAFOOD OF THE PACIFIC, LLC, a California limited
6 liability company, and any of its respective subsidiaries or affiliated companies within the State of
7 California (“Cannery”), 2751 WEST COAST ACQUISITION COMPANY, LLC, a California
8 limited liability company, and any of its respective subsidiaries or affiliated companies within the
9 State of California (“West Coast Acquisition” and, collectively with Cannery, and DOES 1
10 through 100, inclusive, as further defined below, “Defendants”).

11 2. For at least four (4) years prior to the filing of this Action and continuing to the
12 present, Defendants have had a consistent policy of failing to pay wages, including overtime
13 wages to Plaintiff and other similarly situated employees in the State of California in violation of
14 California state wage and hour laws as a result of, including but not limited to, failing to
15 accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
16 employees to work off the clock, including, without limitation, by auto-deducting meal and rest
17 periods not taken; detrimentally rounding, manipulating and/or editing time entries to show lesser
18 hours than actually worked during the pay period; and failing to include all remuneration,
19 including non-discretionary bonuses and/or incentive pay, into the regular rate of pay for the
20 purpose of calculating the overtime rate of pay, by Plaintiff and other similarly situated employees
21 in the State of California.

22 3. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants had and have a policy or practice of failing to pay wages, including minimum
24 wages, to Plaintiff and other similarly situated employees in the State of California in violation of
25 California state wage and hour laws as a result of, including but not limited to, failing to
26 accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
27 employees to work off the clock, including, without limitation, by auto-deducting meal and rest
28 periods not taken; and/or by detrimentally rounding, manipulating and/or editing time entries to

1 show lesser hours than actually worked during the pay period by Plaintiff and other similarly
2 situated employees in the State of California.

3 4. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, Defendants had and have a policy or practice of failing to provide Plaintiff and other
5 similarly situated employees or former employees within the State of California a thirty (30)
6 minute uninterrupted meal period for days on which the employees worked more than five (5)
7 hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
8 employees worked in excess of ten (10) hours in a work day, and failing to provide compensation
9 for such unprovided meal periods as required by California wage and hour laws.

10 5. For at least four (4) years prior to the filing of this Action and continuing to the
11 present, Defendants had and have a policy or practice of failing to provide Plaintiff and similarly
12 situated employees or former employees within the State of California rest periods of at least ten
13 (10) minutes per four (4) hours worked or major fraction thereof and failing to provide
14 compensation for such unprovided rest periods as required by California wage and hour laws.

15 6. For at least one (1) year prior to the filing of this Action and continuing to the
16 present, Defendants have failed to furnish Plaintiff and all other similarly situated employees with
17 accurate, itemized wage statements that accurately reflect, among other things, total hours worked
18 and all correct applicable hourly rates at which those hours should have been paid. As a result
19 thereof, Defendants have further failed to furnish employees with an accurate calculation of gross
20 wages earned, as well as gross and net wages paid.

21 7. For at least one (1) year prior to the filing of this Action and continuing to the
22 present, Defendants had and have a policy or practice of intentionally failing to furnish Plaintiff
23 and similarly situated employees within the State of California with itemized wage statements that
24 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
25 rates in effect during the pay period and the corresponding number of hours worked at each hourly
26 rate; the name and address of the legal entity that is the employer; and other such information as
27 required by Labor Code section 226, subdivision (a).

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1 8. For at least three (3) years prior to the filing of this Action and continuing to the
2 present, Defendants have had a consistent policy of failing to indemnify Plaintiff and other
3 similarly situated employees or former employees within the State of California for the separate
4 laundering of their uniforms from their own clothes, in violation of, among other authorities,
5 Labor Code section 2802. Defendants have furthermore failed to comply with Labor Code section
6 404 by failing to provide Plaintiff and similarly situated employees within the State of California
7 with their uniform deposit and interest that accrued thereon.

8 9. Plaintiff, on behalf of himself and all other similarly situated employees, brings this
9 Action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226,
10 226.7, 404, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8,
11 section 11010, seeking, *inter alia*, overtime wages, minimum wages, premium wages for missed
12 meal and rest periods, penalties, reimbursements and reasonable attorneys' fees and costs.

13 10. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant
14 to California Business and Professions Code sections 17200 through 17208, also seeks
15 injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the
16 establishment of appropriate and effective means to prevent further violations, as well as all
17 monies owed but withheld and retained by Defendants to which Plaintiff and members of the
18 Class are entitled.

19 **PARTIES**

20 **A. Plaintiff**

21 11. Plaintiff is a resident of the State of California. At all relevant times herein,
22 Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not
23 limited to, bussing tables, serving food, and assisting wait staff. Plaintiff began working for
24 Defendants in approximately 2001 and worked for Defendants as recently as the past calendar
25 year.

26 **B. Defendants**

27 12. Plaintiff is informed and believes, and based thereon alleges, that defendant
28 CANNERY is, and at all times relevant hereto was, a limited liability company organized and

1 existing under and by virtue of the laws of the State of California, and doing business in the
2 County of Orange, State of California.

3 13. Plaintiff is informed and believes, and based thereon alleges, that defendant WEST
4 COAST ACQUISITION is, and at all times relevant hereto was, a limited liability company
5 organized and existing under and by virtue of the laws of the State of California, and doing
6 business in the County of Orange, State of California.

7 14. The true names and capacities, whether individual, corporate, associate, or
8 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
9 Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure
10 section 474, and Plaintiff will amend this complaint to show their true names and capacities when
11 the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that
12 each of the defendants designated herein as DOE is legally responsible in some manner for the
13 unlawful acts referred to herein, and that Plaintiff's damages were proximately caused by their
14 conduct. Plaintiff is are informed and believes and based thereon alleges that the Defendants
15 collectively acted in all respects pertinent to this action as joint employers, and that each defendant
16 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a
17 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
18 defendant are legally attributable to the other defendants.

19 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 collectively acted, in all respects pertinent to this action, as joint employers, and that each
21 defendant acted in all respects pertinent to this action as the agent of the other defendant(s) and
22 carried out a joint scheme, business plan, or policy in all respects pertinent hereto. The acts of
23 each defendant are legally attributable to the other defendants, and each defendant is jointly and
24 severally liable for the acts and/or omissions of the other defendants, and each of them

25 **JURISDICTION**

26 16. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
27 of Civil Procedure section 410.10.

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1 20. Defendants have failed to provide, during the relevant liability periods, Plaintiff
2 and similarly situated employees or former employees within the State of California a thirty (30)
3 minute, uninterrupted, and timely meal period for days on which the employees worked more than
4 five (5) hours in a workday; a second thirty (30) minute, uninterrupted, and timely meal period for
5 days on which employees worked in excess of ten (10) hours in a workday; and/or compensation
6 for such unprovided meal periods as required by California wage and hour laws.

7 21. Defendants have failed to provide, during the relevant liability periods, Plaintiff
8 and similarly situated employees or former employees within the State of California paid, timely,
9 and uninterrupted rest periods of at least ten (10) minutes per four (4) hours worked or major
10 fraction thereof and/or compensation for such unprovided rest periods as required by California
11 wage and hour laws.

12 22. Defendants have failed to comply, during the relevant liability periods, with Labor
13 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage
14 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate; the name and address of the legal entity that is the employer; and other
17 such information as

18 23. At the time of Plaintiff's employment and the employment of other former
19 employees of Defendants ended, Defendants, among other things, willfully failed to pay overtime
20 wages, minimum wages, and one hour of wages in lieu of each unprovided or interrupted meal
21 period and unprovided rest period, as set forth herein, prior to their resignation and/or termination.

22 24. Defendants have failed to reimburse Plaintiff and similarly situated employees,
23 during the relevant liability periods, as required under Labor Code section 2802 for the costs
24 incurred laundering mandatory work uniforms separately from their other clothes in furtherance of
25 their work duties, in violation of, among other authorities, Labor Code section 2802. Defendants
26 have furthermore failed to comply with Labor Code section 404 by failing to provide Plaintiff and
27 similarly situated employees within the State of California with their uniform deposits and interest
28 that accrued on deposits paid to Defendants for work uniforms.

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B. Commonality

31. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- a. Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing to adequately track, and therefore adequately pay, wages for time worked by Class Members?
- b. Did Defendants violate Labor Code sections 510, 1194 and 1197 by auto-deducting meal and rest periods?
- c. Did Defendants violate Labor Code sections 510 and 1194 by detrimentally rounding, manipulating and/or editing time entries to show lesser hours than actually worked during the pay period of Class Members?
- d. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay overtime at the proper rate of pay, including, without limitation, by failing to include all compensation, including non-discretionary bonuses and incentive pay in the regular rate of pay for the purpose of calculating the overtime rate of pay?
- e. Did Defendants violate Labor Code section 512 by not providing Class Members with compliant meal periods?
- f. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- g. Did Defendants violate the applicable Wage Order(s) by not providing Class Members with compliant rest periods?
- h. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted rest periods?
- i. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- j. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

- 1 k. Are Defendants liable to Class Members for waiting time penalties and/or
2 penalty wages under Labor Code section 203?
3 l. Did the nature of Class Members' work duties require separate laundry of
4 their work uniforms?
5 m. Did Defendants violate Labor Code section 404 by requiring employees to
6 deposit monies for work uniforms to Defendants without providing
7 employees with their deposit(s) back?
8 n. Did Defendants violate Labor Code section 404 by requiring employees to
9 deposit monies for work uniforms to Defendants without providing
10 employees with accrued interest on their deposit(s)?
11 o. Did Defendants violate the Unfair Competition Law, Business and
12 Professions Code section 17200, *et seq.*, by their unlawful practices as
13 alleged herein?
14 p. Are Class Members entitled to restitution of penalty wages under Business
15 and Professions Code section 17203?
16 q. Are Class Members entitled to attorneys' fees?
17 r. Are Class Members entitled to costs?
18 s. Are Class Members entitled to interest?

19 32. The claims of Plaintiff herein alleged are typical of those claims which could be
20 alleged by any member of the classes, and the relief sought is typical of the relief which would be
21 sought by each of the Class Members in separate actions. Plaintiff and all Class Members
22 sustained injuries and damages arising out of and caused by Defendants' common course of
23 conduct in violation of laws and regulations that have the force and effect of law and statutes as
24 alleged herein.

25 **C. Adequacy of Representation**

26 33. Plaintiff will fairly and adequately represent and protect the interest of the Class
27 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
28 hour class actions.

1 section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive
2 minimum wages for all minutes worked or otherwise under Defendants' control.

3 44. Defendants failed to, on occasions, pay Plaintiff and Class Members minimum
4 wages for all minutes worked as a result of, including but not limited to, failing to accurately track
5 and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off
6 the clock, including, without limitation, by auto-deducting meal and rest periods not taken; and/or
7 by detrimentally rounding, manipulating and/or editing time entries to show lesser hours than
8 actually worked during the pay period by Plaintiff and other similarly situated employees in the
9 State of California.

10 45. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
11 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
12 for all minutes worked or otherwise under Defendants' control.

13 46. Pursuant to Labor Code section 1194 and 1194.2, Code of Civil Procedure sections
14 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
15 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
16 reasonable attorneys' fees, and costs of suit.

17 **THIRD CAUSE OF ACTION**

18 **(Failure to Provide Meal Periods – Against All Defendants)**

19 47. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs of this Complaint as though fully set forth hereat.

21 48. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer
22 shall employ an employee for a work period of more than five (5) hours without a timely meal
23 break of not less than thirty (30) minutes in which the employee is relieved of all of his or her
24 duties. Furthermore, no employer shall employ an employee for a work period of more than ten
25 (10) hours per day without providing the employee with a second timely meal period of not less
26 than thirty (30) minutes in which the employee is relieved of all of his or her duties.

27 49. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period as provided in the applicable Wage Order of the Industrial Welfare

1 Commission, the employer shall pay the employee one (1) additional hour of pay at the
2 employee's regular rate of compensation for each workday that the meal period is not provided.

3 50. Plaintiff and Class Members were, at times during the relevant time period, not
4 provided with requisite uninterrupted meal periods as contemplated under the law.

5 51. By their failure to provide Plaintiff and Class Members with the meal periods
6 contemplated by Labor Code section 512, among other California authorities, and failing to
7 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
8 violated the provisions of Labor Code section 512 and applicable Wage Orders.

9 52. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
11 owed for missed, untimely, interrupted and/or incomplete meal periods.

12 53. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for missed meal periods, in amounts to be determined at trial, and are entitled to
14 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
15 Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil
16 Code section 3287.

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Provide Rest Periods – Against All Defendants)**

19 54. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs of this Complaint as though fully set forth hereat.

21 55. California law and applicable Wage Orders require that employers “authorize and
22 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
23 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
24 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
25 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20)
26 minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be
27 provided thirty (30) minutes of paid rest period.

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1 64. Plaintiff is informed and believe, and based thereon alleges, that at all relevant
2 times, Defendants failed to comply with Labor Code section 226, subdivision (a) by intentionally
3 failing to furnish employees with itemized wage statements that accurately reflect the hours
4 worked by Plaintiff and similarly situated employees and the rates of pay at which they were or
5 should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at
6 each rate, as well.

7 65. Thus, Defendants failed to provide Plaintiff and Class Members accurate itemized
8 wage statements in accordance with Labor Code section 226, subdivision (a).

9 66. Defendants' failure to provide Plaintiff and Class Members with accurate wage
10 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
11 and Class Members with accurate wage statements, but willfully provided wage statements that
12 Defendants knew were not accurate.

13 67. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered injury. The absence of accurate information on their wage statements has delayed timely
15 challenge to Defendants' unlawful pay practices; requires discovery and mathematical
16 computations to determine the amount of wages owed; causes difficulty and expense in attempting
17 to reconstruct time and pay records; and led to submission of inaccurate information about wages
18 and amounts deducted from wages to state and federal governmental agencies;

19 68. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
20 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
21 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
22 pay period, not to exceed an aggregate \$4,000.00 per employee.

23 69. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
24 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
25 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
26 attorneys' fees, and costs of suit.

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SIXTH CAUSE OF ACTION

(Failure to Pay Due Wages at Termination – Against All Defendants)

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3 70. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs of this Complaint as though fully set forth hereat.

5 71. At all relevant times, Plaintiff and Class Members were employees of Defendants
6 covered by Labor Code sections 201 and 202.

7 72. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
8 entitled upon termination to timely payment of all wages earned and unpaid prior to termination,
9 including overtime and minimum wages. Discharged employees were entitled to payment of all
10 wages earned and unpaid, including without limitation, overtime and minimum wages, prior to
11 discharge immediately upon termination. Employees who resigned were entitled to payment of all
12 wages earned and unpaid, including, without limitation, overtime and minimum wages, prior to
13 resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous
14 notice, they were entitled to payment of all wages earned and unpaid, including overtime wages, at
15 the time of resignation.

16 73. Plaintiff is informed and believes, and based thereon alleges, that Defendants, due
17 to a policy or practice of not paying all wages earned and owed, including overtime and minimum
18 wages, prior to resignation or termination, failed to pay Plaintiff and Class Members all wages
19 earned and unpaid, including overtime wages and minimum wages prior to resignation or
20 termination in accordance with Labor Code sections 201 or 202.

21 74. Defendants' failure to pay Plaintiff and Class Members all wages earned prior to
22 termination or resignation in accordance with Labor Code sections 201 and 202 was willful.

23 75. Defendants had the ability to pay all wages earned by Plaintiff and Class Members
24 at the time of termination or resignation in accordance with Labor Code sections 201 and 202, but
25 intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202.

27 76. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members are
28 entitled to all wages earned prior to termination or resignation that Defendants failed to pay them.

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 404 – Against All Defendants)**

3 86. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs of this Complaint as though fully set forth herein.

5 87. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 400 through 410.

7 88. Pursuant to Labor Code section 404, Defendants were required to immediately
8 return amounts deposited for uniforms with accrued interest when Plaintiff and Class Members
9 returned the required uniforms to Defendants.

10 89. Defendants violated Labor Code section 404 by failing to immediately return
11 deposits and accrued interest on deposits made by Plaintiff and Class Members upon their
12 returning their uniforms to Defendants. Moreover, Plaintiff is informed and believes and thereon
13 alleges that at all relevant times within the applicable limitations period, Defendants maintained a
14 policy or practice of failing to return amounts deposited with accrued interest on uniform deposits
15 to its employees and/or former employees.

16 90. As a result of Defendants' conduct, Plaintiff and Class Members have suffered
17 damages in an amount subject to proof, to the extent their uniform deposits were not return with
18 accrued interest by Defendants.

19 91. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiff and Class Members
20 are entitled to recover their unpaid uniform deposits, accrued interest on uniform deposits,
21 reasonable attorney's fees and costs of suit.

22 **NINTH CAUSE OF ACTION**

23 **(Unfair Competition – Against All Defendants)**

24 92. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs of this Complaint as though fully set forth hereat.

26 93. The unlawful conduct of Defendants alleged herein constitutes unfair competition
27 within the meaning of Business and Professions Code section 17200. Due to their unlawful
28 business practices in violation of the Labor Code, Defendants have gained a competitive

1 advantage over other comparable companies doing business in the State of California that comply
2 with their obligations to compensate employees in accordance with the Labor Code.

3 94. As a result of Defendants' unfair competition as alleged herein, Plaintiff and all
4 other similarly situated Class Members have suffered injury in fact and lost money or property.
5 Plaintiff and all other similarly situated Class Members have been deprived of, among other
6 things, overtime and minimum wage compensation; provision of meal and rest breaks, or
7 compensation in lieu thereof; accurate wage statements; and reimbursement for costs incurred in
8 furtherance of job duties.

9 95. Pursuant to Business and Professions Code section 17203, Plaintiff and all other
10 similarly situated Class Members are entitled to (an) injunction(s) prohibiting Defendants from
11 further violating the Labor Code and requiring the establishment of appropriate and effective
12 means to prevent further violations, as well as restitution of all wages and other monies owed to
13 them under the Labor Code, including interest thereon, in which they had a property interest and
14 which Defendants nevertheless failed to pay them and instead withheld and retained for
15 themselves. Restitution of the money owed to Plaintiff and all other similarly situated Class
16 Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to
17 comply with the Labor Code.

18 96. Plaintiff and all other similarly situated Class Members are entitled to costs of suit
19 under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

20 **DEMAND FOR A JURY TRIAL**

21 97. Plaintiff demands a trial by jury on all causes of action contained herein.

22 **PRAYER**

23 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff prays for
24 judgment against Defendants as follows:

- 25 A. An Order certifying this case as a Class Action;
- 26 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
27 counsel as class counsel;

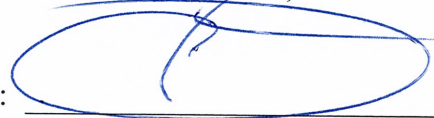
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- C. Damages for all wages earned and owed, including minimum and overtime wages under Labor Code sections 510, 1194, 1197 and 1199;
- D. Liquidated damages pursuant to Labor Code sections 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);
- G. Preliminary and permanent injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations;
- H. Reimbursement for costs incurred in furtherance of work duties under Labor Code section 2802;
- I. Damages for unpaid deposits and unpaid accrued interest on uniform deposits;
- J. Restitution under Business and Professions Code section 17203;
- K. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
- L. For costs of suit incurred herein;
- M. For reasonable attorneys' fees; and
- N. For such other and further relief as the Court deems just and proper.

Dated: March 4, 2020

BIBIYAN LAW GROUP, P.C.

BY: 

DAVID D. BIBIYAN

Attorneys for Plaintiff ALBINO NUNEZ, on behalf of himself and all others similarly situated.