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7		
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9	SUPERIOR COURT OF TH	IE STATE OF CALIFORNIA
10	FOR THE COUN	TY OF ALAMEDA
11	KAMADA MCDANIEL, individually, and on	CASE NO.
12	behalf of other members of the general public similarly situated, and on behalf of aggrieved	CLASS ACTION
13	employees pursuant to the Private Attorneys General Act ("PAGA");	CLASS ACTION COMPLAINT FOR
14	Plaintiff,	DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS
15 16		GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.
10	V.	
18	ROYAL CUP, INC., a Delaware corporation; and DOES 1 through 100, inclusive;	(1) Violation of California Labor Code §§ 510, 1194, and 1198
19	Defendants.	(2) Violation of California Labor Code §§ 226.7 and 512(a)
20		(3) Violation of California Labor Code § 226.7
21		(4) Violation of California Labor Code §
22		226(a)(5) Violation of California Labor Code §
23		2698, et seq. (California Labor Code Private Attorneys General Act of
24		2004)(6) Violation of California Business &
25		Professions Code § 17200, et seq.
26		DEMAND FOR JURY TRIAL
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	CLASS ACTION COMPLAINT	and Demand for Jury Trial
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1 COMES NOW, Plaintiff Kamada McDaniel, individually and on behalf of other 2 members of the general public similarly situated, and alleges as follows: 3 JURISDICTION AND VENUE 4 1. This class action is brought pursuant to California Code of Civil Procedure 5 section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal 6 jurisdiction limits of the Superior Court and will be established according to proof at trial. 7 2. This Court has jurisdiction over this action pursuant to the California 8 Constitution, Article VI, section 10, which grants the Superior Court "original jurisdiction in 9 all causes except those given by statute to other courts." The statutes under which this action 10 is brought do not specify any other basis for jurisdiction. 11 3. This Court has jurisdiction over Defendant because, upon information and 12 belief, each party is either a citizen of California, has sufficient minimum contacts in 13 California, or otherwise intentionally avails itself of the California market so as to render the 14 exercise of jurisdiction over it by the California courts consistent with traditional notions of 15 fair play and substantial justice. 16 4. Venue is proper in Alameda County because, amongst other reasons, Defendant 17 has maintained and continues to maintain its offices in Alameda County, key witnesses are 18 located within Alameda County and Defendant employs Alameda County residents, including 19 some of the class members. 20 **THE PARTIES** 5. 21 Plaintiff Kamada McDaniel ("Plaintiff") is an individual residing in the State of 22 California and was employed as a salaried "exempt" Territory Manager by ROYAL CUP, INC. 23 at one of its locations in Alameda County from approximately June 2018 to present. 24 6 Defendant ROYAL CUP, INC., at all times herein mentioned, was and is, upon 25 information and belief, a Delaware corporation, and at all times herein mentioned, an employer 26 whose employees are engaged throughout the State of California, County of Alameda. 27 7. At all relevant times, ROYAL CUP, INC. was the "employer" of Plaintiff and 28 the other class members within the meaning of all applicable state laws and statutes.

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8. At all times herein relevant, ROYAL CUP, INC. and Does 1 through 100, and
 each of them, were the agents, partners, joint venturers, representatives, servants, employees,
 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant
 hereto were acting within the course and scope of their authority as such agents, partners, joint
 venturers, representatives, servants, employees, successors, co-conspirators and assigns, and
 that all acts or omissions alleged herein were duly committed with the ratification, knowledge,
 permission, encouragement, authorization and consent of each defendant designated herein.

8 9. The true names and capacities, whether corporate, associate, individual or 9 otherwise, of defendants Does 1 through 100, inclusive, are unknown to Plaintiff who sues said 10 defendants by such fictitious names. Plaintiff is informed and believes, and based on that 11 information and belief alleges, that each of the defendants designated as a Doe is legally 12 responsible for the events and happenings referred to in this complaint, and unlawfully caused 13 the injuries and damages to Plaintiff and the other class members alleged in this complaint. 14 Plaintiff will seek leave of court to amend this Complaint to show the true names and 15 capacities when the same have been ascertained.

16 10. ROYAL CUP, INC. and Does 1 through 100 will hereinafter collectively be
17 referred to as "Defendants."

18

FACTUAL ALLEGATIONS

19 11. At all relevant times set forth herein, Defendants employed Plaintiff as a
20 salaried "exempt" Territory Manager at one of its branch locations in the State of California.
21 12. Defendants hired Plaintiff, misclassified him as an "exempt" employee and paid
22 him on a salary basis, without any compensation for overtime worked, missed and/or
23 interrupted meals periods or rest breaks.

Plaintiff is informed and believes, and based thereon alleges, that at all times
herein relevant, Defendants were advised by skilled lawyers and other professionals,

26 employees, advisors, and consultants highly knowledgeable about California wage law,

27 employment and personnel practices.

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14. Plaintiff is informed and believes, and based thereon alleges, that at all times
 2 herein relevant, without any justification, Defendants ignored the employment and personnel
 3 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
 4 consultants highly knowledgeable about California wage laws, employment and personnel
 5 practice.

6 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 engaged in a uniform policy and systematic scheme of wage abuse against their exempt
8 employees. This scheme involved, *inter alia*, misclassifying its employees and failing to pay
9 its employees for all time worked, failing to pay minimum wage, failing to pay overtime
10 according to California Labor Laws, failing to provide meals and rest breaks and failing to
11 reimburse business expenses incurred.

12 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were misclassified and
14 was entitled to receive wages for all time worked, minimum wage and overtime compensation,
15 and that they were not receiving wages for all hours worked, minimum wage and wages for
16 overtime compensation.

17 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 premium wages for missed or interrupted meal and rest breaks, and that they were not
20 receiving code compliant meal and rest breaks or premium wages as compensation.

21 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other class members were entitled to receive
23 all wages owed to them upon discharge or resignation.

Plaintiff is informed and believes, and based thereon alleges, that Defendants
knew or should have known that Plaintiff and the other class members were entitled to receive
complete and accurate wage statements in accordance with California law.

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1	20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2	knew or should have known that they had a duty to compensate Plaintiff and the other class
3	members pursuant to California law, and that Defendants had the financial ability to pay such
4	compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
5	represented to Plaintiff and the other class members that they were properly denied wages, all
6	in order to increase Defendants' profits.
7	21. At all material times set forth herein, Defendants failed to pay overtime wages
8	to Plaintiff and the other class members.
9	22. At all material times set forth herein, Defendants failed to pay wages for all time
10	worked to Plaintiff and the other class members.
11	23. At all material times set forth herein, Defendants failed to pay minimum wage to
12	Plaintiff and the other class members.
13	24. At all material times set forth herein, Defendants failed to provide code-
14	compliant meal breaks to Plaintiff and the other class members or compensated them with a
15	premium wage for failing to do so.
16	25. At all material times set forth herein, Defendants failed to provide code-
17	compliant rest breaks to Plaintiff and the other class members or compensated them with a
18	premium wage for failing to do so.
19	26. At all material times set forth herein, Defendants failed to provide complete and
20	accurate wage statements to Plaintiff and the other class members.
21	CLASS ACTION ALLEGATIONS
22	27. Plaintiff brings this action on his own behalf and on behalf of all other members
23	of the general public similarly situated, and thus, seeks class certification under Code of Civil
24	Procedure § 382.
25	28. The proposed class is defined as follows:
26	All current and former California-based salaried or "exempt" Territory Managers
27	and/or similar positions that worked for Defendant in the State of California at any time during
28	the period of from four years of the date of this complaint to final judgment.
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	CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1	29.	Plaintiff reserves the right to establish other subclasses as appropriate.
2	30.	The class is ascertainable and there is a well-defined community of interest in
3	the litigation:	
4	a.	The class members are so numerous that joinder of all class members is
5		impracticable. The membership of the entire class is unknown to Plaintiff at
6		this time; however, the class is estimated to be more than (50) individuals and
7		the identity of such membership is readily ascertainable by inspection of
8		Defendants' employment records.
9	b.	Plaintiff's claims are typical of all other class members' as demonstrated herein.
10		Plaintiff will fairly and adequately protect the interests of the other class
11		members with whom he has a well-defined community of interest.
12	с.	Plaintiff will fairly and adequately protect the interests of each class member,
13		with whom he has a well-defined community of interest and typicality of claims,
14		as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
15		class members. Plaintiff's attorneys, the proposed class counsel, are versed in
16		the rules governing class action discovery, certification, and settlement.
17	d.	Plaintiff has incurred, and during the pendency of this action will continue to
18		incur, costs and attorneys' fees, that have been, are, and will be necessarily
19		expended for the prosecution of this action for the substantial benefit of each
20		class member.
21	e.	A class action is superior to other available methods for the fair and efficient
22		adjudication of this litigation because individual joinder of all class members is
23		impractical.
24	f.	Certification of this lawsuit as a class action will advance public policy
25		objectives. Employers of this great state violate employment and labor laws
26		every day. Current employees are often afraid to assert their rights out of fear of
27		direct or indirect retaliation. However, class actions provide the class members
28		who are not named in the complaint anonymity that allows for the vindication of
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		CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

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1		their rights.
2	31.	There are common questions of law and fact as to the class members that
3	predominate	over questions affecting only individual members. The following common
4	questions of l	aw or fact, among others, exists as to the members of the class:
5	a.	Whether Defendants' California-based salaried territory managers were
6		classified as "exempt" in violation of California law;
7	b.	Whether Defendants' failure to pay wages, without abatement or reduction, in
8		accordance with the California labor Code, was willful;
9	c.	Whether Defendants required Plaintiff and the other class members to work over
10		eight (8) hours per day and/or over forty (40) hours per week and failed to pay
11		the legally required overtime compensation to Plaintiff and the other class
12		members;
13	d.	Whether Defendants failed to pay Plaintiff and the other class members for all
14		hours worked;
15	e.	Whether Defendants failed to pay Plaintiff and other class members minimum
16		wage;
17	f.	Whether Defendants complied with wage reporting as required by the California
18		Labor Code; including, but not limited to, Section 226;
19	g.	Whether Defendants' conduct was willful or reckless; and
20	h.	Whether Defendants engaged in unfair business practices in violation of
21		California Business & Professions Code sections 17200 et seq.;
22	32.	At all times herein set forth, PAGA was applicable to Plaintiff's employment by
23	Defendants.	
24	33.	At all times herein set forth, PAGA provides that any provision of law under the
25	California La	bor Code that provides for a civil penalty and wages to be assessed and collected

- by the LWDA for violations of the California Labor Code may, as an alternative, be recovered 26 27 through a civil action brought by an aggrieved employee on behalf of himself and other current
- or former employees pursuant to procedures outlined in California Labor Code section 2699.3. 28

1	34.	Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
2	employee,"	who is any person that was employed by the alleged violator and against whom
3	one or more	e of the alleged violations was committed.
4	35.	Plaintiff was employed by Defendants and the alleged violations were
5	committed a	against them during their time of employment and they are, therefore, aggrieved
6	employees.	Plaintiff and the other employees are "aggrieved employees" as defined by
7	California I	Labor Code section 2699(c) in that they are all current or former employees of
8	Defendants	, and one or more of the alleged violations were committed against them.
9	36.	Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10	employee, i	ncluding Plaintiff, may pursue a civil action arising under PAGA after the
11	following re	equirements have been met:
12	a.	The aggrieved employee shall give written notice by certified mail (hereinafter
13		"Employee's Notice") to the LWDA and the employer of the specific provisions
14		of the California Labor Code alleged to have been violated, including the facts
15		and theories to support the alleged violations.
16	b.	The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
17		and the aggrieved employee by certified mail that it does not intend to
18		investigate the alleged violation within sixty (60) calendar days of the postmark
19		date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the
20		LWDA Notice is not provided within sixty-five (65) calendar days of the
21		postmark date of the Employee's Notice, the aggrieved employee may
22		commence a civil action pursuant to California Labor Code section 2699 to
23		recover civil penalties in addition to any other penalties to which the employee
24		may be entitled.
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		CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1	37. On October 22, 2018, Plaintiff provided written notice to the LWDA and to
2	Defendants of the specific provisions of the California Labor Code alleged to have been
3	violated, including the facts and theories to support the alleged violations. As of January 4,
4	2019, LWDA has not informed Plaintiff that the LWDA does not intend to investigate.
5	Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to
6	recover civil penalties and wages against Defendants, in addition to other remedies, for
7	violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 558,
8	1174(d), 1194 and 1198 have been satisfied.
9	FIRST CAUSE OF ACTION
10	(Violation of California Labor Code §§ 510, 1194 and 1198)
11	(Against ROYAL CUP, INC. and DOES 1 through 100)
12	38. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13	through 37, and each and every part thereof with the same force and effect as though fully set
14	forth herein.
15	39. Pursuant to California Labor Code § 1198 and the applicable IWC Wage Order,
16	it is unlawful to employ persons without compensating them at a rate of pay either time-and-
17	one-half or two-times that person's regular rate of pay, depending on the number of hours
18	worked by the person on a daily or weekly basis.
19	40. Pursuant to California Labor Code § 1198, the maximum hours of work and the
20	standard conditions of labor fixed by the commission shall be the maximum hours of work and
21	the standard conditions of labor for employees. The employment of any employee for longer
22	hours than those fixed by the order or under conditions of labor prohibited by the order is
23	unlawful.
24	41. Pursuant to the applicable IWC Wage Order, Defendants are and were required
25	to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours
26	worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.
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28	///
	8 Class Action Complaint and Demand for Jury Trial
	CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

42. The applicable IWC Wage Order further provides that Defendants are and were
 required to pay Plaintiff and the other class members overtime compensation at a rate of two
 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 43. Pursuant to California Labor Code section 510, any work in excess of eight 5 hours in one workday and any work in excess of 40 hours in any one workweek and the first 6 eight hours worked on the seventh day of work in any one workweek shall be compensated at 7 the rate of no less than one and one-half times the regular rate of pay for an employee. Any 8 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the 9 regular rate of pay for an employee. In addition, any work in excess of eight hours on any 10 seventh day of a workweek shall be compensated at the rate of no less than twice the regular 11 rate of pay of an employee.

44. Pursuant to California Labor Code section 510, Plaintiff and the other class
members are entitled to overtime compensation at one-and-one-half times the regular hourly
rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for
the first eight (8) hours worked on the seventh day of work, and to overtime compensation at
twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in
excess of eight (8) hours in a day on the seventh day of work.

18 45. During the relevant time period, Plaintiff and the other class members worked
19 in excess of eight (8) hours in a day.

20 46. During the relevant time period, Plaintiff and the other class members worked
21 in excess of forty (40) hours in a week.

47. During the relevant time period, Plaintiff and the other class members were
subject to Defendants' control and were not compensated for all hours subject to Defendants'
control.

48. During the relevant time period, Defendants failed to pay minimum wage to
Plaintiff and the other class members as required, pursuant to California Labor Code sections
1194 and 1197.

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1	49. Defendants' failure to pay Plaintiff and the other class members the minimum	
2	wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those	
3	sections Plaintiff and the other class members are entitled to recover the unpaid balance of	
4	their minimum wage compensation as well as interest, costs, and attorney's fees, and	
5	liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.	
6	50. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class	
7	members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each	
8	employee minimum wages, and \$250.00 for each subsequent failure to pay each employee	
9	minimum wages.	
10	51. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class	
11	members are entitled to recover liquidated damages in an amount equal to the wages	
12	unlawfully unpaid and interest thereon.	
13	SECOND CAUSE OF ACTION	
14	(Violation of California Labor Code §§ 226.7 and 512(a))	
15	(Against ROYAL CUP, INC. and DOES 1 through 100)	
16	52. Plaintiff incorporates by reference the allegations contained in paragraphs 1	
17	through 51, and each and every part thereof with the same force and effect as though fully set	
18	forth herein.	
19	53. At all times herein mentioned, the Industrial Welfare Commission Order and	
20	California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other	
21	class members' employment by Defendants.	
22	54. Pursuant to California Labor Code section 226.7, no employer shall require an	y
23	employee to work during any meal or rest period mandated by an applicable order of the	
24	Industrial Welfare Commission.	
25	55. Pursuant to California Labor Code section 512(a), an employer may not	
26	employ an employee for a work period of more than five hours per day without providing the	
27	employee with a meal period of not less than 30 minutes, except that if the total work period	
28	per day of the employee is no more than six hours, the meal period may be waived by mutual	
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	CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL	

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1 consent of both the employer and employee.

56. Pursuant to California Labor Code section 512(a), an employer may not
employ an employee for a work period of more than 10 hours per day without providing the
employee with a second meal period of not less than 30 minutes, except that if the total hours
worked is no more than 12 hours, the second meal period may be waived by mutual consent of
the employer and the employee only if the first meal period was not waived.

7 57. As alleged herein, Defendants routinely interrupted and/or failed to permit,
8 authorize and/or provide Plaintiff's and class members' meal breaks. By these actions,
9 Defendants violated California Labor Code sections 226.7(a) and 512(a), and is liable to
10 Plaintiff and the other class members.

11 58. During the relevant time period, Plaintiff and the other class members who 12 were scheduled to work for a period of time in excess of six (6) hours were required to work for a period of time in excess of six (6) hours, and were required to work for periods longer 13 14 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes. 15 59. During the relevant time period, Plaintiff and the other class members who 16 were scheduled to work in excess of ten (10) hours but not longer than twelve (12) hours, and 17 who did not waive their legally-mandated meal periods by mutual consent were required to 18 work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes. 19

20 60. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff and the other class members to work during meal periods and failed to pay Plaintiff
22 and the other class members the full meal period premium for work performed during meal
23 periods.

24 61. Defendants' conduct violates applicable Industrial Welfare Commission Wage
25 Orders, and California Labor Code sections 226.7 and 512(a).

26 62. Pursuant to California Labor Code section 226.7(b), Plaintiff and the other
27 class members are entitled to recover from Defendants one additional hour of pay at the
28 employee's regular rate of compensation for each work day that the meal is not provided.

1	THIRD CAUSE OF ACTION	
2	(Violation of California Labor Code §§ 226.7)	
3	(Against ROYAL CUP, INC. and DOES 1 through 100)	
4	63. Plaintiff incorporates by reference the allegations contained in paragraphs 1	
5	through 62, and each and every part thereof with the same force and effect as though fully set	
6	forth herein.	
7	64. At all times herein set forth, the applicable IWC Wage Order and California	
8	Labor Code section 226.7 were applicable to Plaintiff's and the other class members'	
9	employment by Defendants.	
10	65. At all relevant times, California Labor Code section 226.7 provides that no	
11	employer shall require an employee to work during any rest period mandated by an applicable	
12	order of the California IWC.	
13	66. At all relevant times, the applicable IWC Wage Order provides that "[e]very	
14	employer shall authorize and permit all employees to take rest periods, which insofar as	
15	practicable shall be in the middle of each work period" and that the "rest period time shall be	
16	based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)	
17	hours or major fraction thereof" unless the total daily work time is less than three and one-half	
18	$(3 \frac{1}{2})$ hours.	
19	67. During the relevant time period, Defendants required Plaintiff and other class	
20	members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest	
21	period per each four (4) hour period worked.	
22	68. During the relevant time period, Defendants willfully required Plaintiff and the	
23	other class members to work during rest periods and failed to pay Plaintiff and the other class	
24	members the full rest period premium for work performed during rest periods.	
25	69. During the relevant time period, Defendants failed to pay Plaintiff and the other	
26	class members the full rest period premium due pursuant to California Labor Code section 226.7	
27	70. Defendants' conduct violates applicable IWC Wage Orders and California	
28	Labor Code section 226.7.	
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1 71. Pursuant to the applicable IWC Wage Orders and California Labor Code section 2 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one 3 additional hour of pay at the employees' regular hourly rate of compensation for each work day 4 that the rest period was not provided. 5 FOURTH CAUSE OF ACTION 6 (Violation of California Labor Code § 226(a)) 7 (Against ROYAL CUP, INC. and DOES 1 through 100) 8 72 Plaintiff incorporates by reference the allegations contained in paragraphs 1 9 through 71, and each and every part thereof with the same force and effect as though fully set 10 forth herein. 73. 11 Pursuant to California Labor Code section 226(a), every employer shall furnish 12 each of his or her employees an accurate itemized statement in writing showing (1) gross 13 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units 14 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all 15 deductions, provided that all deductions made on written orders of the employee may be 16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period 17 for which the employee is paid, (7) the name of the employee and his or her social security

number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours worked at
each hourly rate by the employee. The deductions made from payments of wages shall be
recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
a copy of the statement or a record of the deductions shall be kept on file by the employer for
at least three years at the place of employment or at a central location within the State of
California.

74. Defendants intentionally and willfully failed to provide Plaintiff and the other
class members with complete and accurate wage statements. The deficiencies included one or
more of the following: the failure to include the total number of hours worked by Plaintiff and
the other class members and the failure to include the hourly rate.

75. As a result of Defendants' violation of California Labor Code section 226(a),
 Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

4	76. More specifically, Plaintiff and the other class members have been injured by
5	Defendants' intentional and willful violation of California Labor Code section 226(a) because
6	they were denied both their legal right to receive, and their protected interest in receiving,
7	accurate and itemized wage statements pursuant to California Labor Code section 226(a).
8	77. Plaintiff and the other class members are entitled to recover from Defendants
9	the greater of their actual damages caused by Defendants' failure to comply with California
10	Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
11	employee.
12	FIFTH CAUSE OF ACTION
13	Violation of California Labor Code § 2698, et seq.
14	(Against ROYAL CUP, INC. and DOES 1 through 100)
15	78. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16	through 84, and each and every part thereof with the same force and effect as though fully set
17	forth herein.
18	79. PAGA expressly establishes that any provision of the California Labor Code
19	which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
20	departments, divisions, commissions, boards, agencies or employees for a violation of the
21	California Labor Code, may be recovered through a civil action brought by an aggrieved
22	employee on behalf of himself or herself, and other current or former employees.
23	80. Whenever the LWDA, or any of its departments, divisions, commissions,
24	boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
25	is authorized to exercise the same discretion, subject to the same limitations and conditions, to
26	assess a civil penalty.
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	CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1	81. Plaintiff and the other salaried territory managers are "aggrieved employees" as
2	defined by California Labor Code section 2699(c) in that they are all current or former
3	employees of Defendants, and one or more of the alleged violations was committed against
4	them.
5	Failure to Pay Overtime
6	82. Defendants' failure to pay legally required overtime wages to Plaintiff and the
7	other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
8	unfair activity prohibited by California Labor Code sections 510 and 1198.
9	Failure to Pay Minimum Wage
10	83. Defendants' failure to pay legally required minimum wages to Plaintiff and the
11	other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
12	unfair activity prohibited by California Labor Code section 1194.
13	Failure to Provide Meal Periods
14	84. Defendants' failure to provide legally required meal periods or to pay premium
15	wages for missed or interrupted meal periods to Plaintiff and the other aggrieved employees is
16	in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by
17	California Labor Code sections 226.7 and 512(a).
18	Failure to Provide Rest Periods
19	85. Defendants' failure to provide legally required rest periods or to pay premium
20	wages for missed or interrupted meal periods to Plaintiff and the other aggrieved employees is
21	in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by
22	California Labor Code sections 226.7.
23	Failure to Timely Pay Wages During Employment
24	86. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
25	employees during employment in accordance with Labor Code section 204 constitutes
26	unlawful and/or unfair activity prohibited by California Labor Code section 204.
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	CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1	Failure to Provide Complete and Accurate Wage Statements	
2	87. Defendants' failure to provide complete and accurate wage statements to	
3	Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)	
4	constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).
5	Failure to Keep Complete and Accurate Payroll Records	
6	88. Defendants' failure to keep complete and accurate payroll records relating to	
7	Plaintiff and the other aggrieved employees in accordance with California Labor Code section	n
8	1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section	on
9	1174(d).	
10	89. Pursuant to California Labor Code section 2699, Plaintiff, individually, and o	n
11	behalf of all aggrieved employees, request and are entitled to recover from Defendants and	
12	each of them, unpaid wages, according to proof, interest, attorneys' fees and costs pursuant to	,
13	California Labor Code sections, 558 and 1194, as well as all civil penalties against Defendant	ts,
14	and each of them, including but not limited to:	
15	a. Penalties under California Labor Code section 2699 in the amount of a hundred	l
16	dollars (\$100) for each aggrieved employee per pay period for the initial	
17	violation, and two hundred dollars (\$200) for each aggrieved employee per pay	
18	period for each subsequent violation;	
19	b. Penalties under California Code of Regulations Title 8 section 11070 in the	
20	amount of fifty dollars (\$50) for each aggrieved employee per pay period for th	e
21	initial violation, and one hundred dollars (\$100) for each aggrieved employee p	er
22	pay period for each subsequent violation;	
23	c. Penalties under California Labor Code section 210 in addition to, and entirely	
24	independent and apart from, any other penalty provided in the California Labor	
25	Code in the amount of a hundred dollars (\$100) for each aggrieved employee p	er
26	pay period for the initial violation, and two hundred dollars (\$200) for each	
27	aggrieved employee per pay period for each subsequent violation; and	
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1	d. Any and all additional penalties and sums as provided by the California Labor	
2	Code and/or other statutes.	
3	90. Pursuant to California Labor Code section 2699(i), civil penalties recovered by	7
4	aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor	
5	and Workforce Development Agency for the enforcement of labor laws and education of	
6	employers and employees about their rights and responsibilities and twenty-five percent (25%))
7	to the aggrieved employees.	
8	91. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and	
9	costs pursuant to California Labor Code sections 2699, 1194, 558, and 210.	
10	SIXTH CAUSE OF ACTION	
11	(Violation of California Business & Professions Code § 17200 et seq.)	
12	(Against ROYAL CUP, INC. and DOES 1 through 100)	
13	92. Plaintiff incorporates by reference the allegations contained in paragraphs 1	
14	through 91, and each and every part thereof with the same force and effect as though fully set	
15	forth herein.	
16	93. Defendants' conduct, as alleged in this complaint, has been, and continues to	
17	be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants'	
18	competitors. Accordingly, Plaintiff and the other class members seek to enforce important	
19	rights affecting the public interest within the meaning of Code of Civil Procedure section	
20	1021.5.	
21	94. Defendants' activities as alleged herein are violations of California law, and	
22	constitute unlawful business acts and practices in violation of California Business &	
23	Professions Code section 17200 et seq.	
24	95. A violation of California Business & Professions Code section 17200 et seq.	
25	may be predicated on the violation of any state or federal law. As described herein,	
26	Defendants violated California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a),	
27	558, 1194, and 1198.	
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96. As a result of the herein described violations of California law, Defendants
 unlawfully gained an unfair advantage over other businesses.

3 97. Plaintiff and the other class members have suffered pecuniary loss by
4 Defendants' unlawful business acts and practices alleged herein.

98. Pursuant to California Business & Professions Code sections 17200 et seq.,
Plaintiff and the other class members are entitled to restitution of the wages and other monies
wrongfully withheld and retained by Defendants pursuant to California Labor Code §§ 510,
1194, and 1198.

9 99. Pursuant to California Business & Professions Code section 17200 et seq., 10 injunctive relief is necessary to prevent Defendants from continuing to engage in the unfair 11 business practices as alleged herein. Plaintiff is informed and believes that Defendants have committed and will continue to commit the above-described unlawful acts unless restrained or 12 enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions 13 14 will result. Plaintiff and the other class members have no plain, speedy, or adequate remedy at 15 law, in that pecuniary compensation alone would not afford adequate and complete relief. The 16 above-described acts will cause great and irreparable damage to Plaintiff and the other class 17 members unless Defendants are restrained from committing further illegal acts.

18 100. Plaintiff and the other class members are entitled to an award of attorneys' fees
19 and costs pursuant to California Code of Civil Procedure section 1021.5 and other applicable
20 laws.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the public
similarly situated, prays for relief and judgment against Defendants, jointly and severally, as
follows:

Class Certification

- 1. That this action be certified as a class action;
- 2. That Plaintiff be appointed as the representative of the class;
- 3. That counsel for Plaintiff be appointed as class counsel;

1	4.	That Defendants provide to class counsel, immediately upon its appointment,	
2	the names and most current contact information (address and telephone numbers) of all class		
3	members.		
4		As to the First Cause of Action	
5	5.	For general unpaid wages at overtime wage rates, minimum wage rates and	
6	such general and special damages as may be appropriate;		
7	6.	For pre-judgment interest on any unpaid overtime compensation commencing	
8	from the date	e such amounts were due;	
9	7.	For the imposition of statutory penalties;	
10	8.	For reasonable attorneys' fees and costs of suit incurred herein pursuant to	
11	statute;		
12	9.	For civil penalties pursuant to California Labor Code sections 2699(a), (f) and	
13	(g) plus costs and attorneys' fees for violation of California Labor Code sections 510, 1194,		
14	1197, 1197.1 and 1198; and		
15	10.	For such other and further relief as the court may deem just and proper.	
16		As to the Second Cause of Action	
17	11.	For general unpaid premium wages and such general and special damages as	
18	may be appro	opriate;	
19	12.	For pre-judgment interest on any unpaid premium wages commencing from the	
20	date such amounts were due;		
21	13.	For the imposition of statutory penalties;	
22	14.	For civil penalties pursuant to California Labor Code sections 2699(a), (f) and	
23	(g) plus costs and attorneys' fees for violation of California Labor Code sections 226.7 and		
24	512; and		
25	15.	For reasonable attorneys' fees and costs of suit incurred herein pursuant to	
26	statute; and		
27	16.	For such other and further relief as the court may deem just and proper.	
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1	As to the Third Cause of Action		
2	17.	For general unpaid premium wages and such general and special damages as	
3	may be appropriate;		
4	18.	For pre-judgment interest on any unpaid premium wages commencing from the	
5	date such amounts were due;		
6	19.	For the imposition of statutory penalties;	
7	20.	For reasonable attorneys' fees and costs of suit incurred herein pursuant to	
8	statute;		
9	21.	For civil penalties pursuant to California Labor Code sections 2699(a), (f) and	
10	(g) plus costs	and attorneys' fees for violation of California Labor Code section 226.7; and	
11	22.	For such other and further relief as the court may deem just and proper.	
12		As to the Fourth Cause of Action	
13	23.	For actual, consequential and incidental losses and damages, according to	
14	proof;		
15	24.	For statutory penalties pursuant to California Labor Code section 226(e);	
16	25.	For injunctive relief to ensure compliance with this section, pursuant to	
17	California Labor Code section 226(g);		
18	26.	For reasonable attorneys' fees and costs of suit incurred herein pursuant to	
19	California Labor Code section 226(e);		
20	27.	For civil penalties pursuant to California Labor Code sections 2699(a), (f) and	
21	(g) plus costs	and attorneys' fees for violation of California Labor Code sections 226(a); and	
22	28.	For such other and further relief as the court may deem just and proper.	
23		As to the Fifth Cause of Action	
24	29.	For civil penalties and wages pursuant to California Labor Code sections 558,	
25	2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code		
26	sections 201,	202, 203, 204, 226(a). 226.7, 510, 512(a), 558, 1197, 1197.1 and 1198; and	
27	30.	For such other and further relief as the Court may deem equitable and	
28	appropriate.		
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1	-	As to the Sixth Cause of Action		
2	31.	For restitution of unpaid wages and other monies wrongfully withheld and		
3	retained by I	Defendants to Plaintiff and the other class members and prejudgment interest from		
4	the day such amount were due and payable;			
5	32.	For reasonable attorneys' fees and costs of suit incurred herein that Plaintiff		
6	and the other class members are entitled to recover under California Code of Civil Procedure			
7	section 1021.5.			
8	33.	For injunctive relief to ensure compliance with this section, pursuant to		
9	California Business & Professions Code section 17200 et seq.; and			
10	34.	For such other and further relief as the court may deem just and proper.		
11				
12	Dated: Janua	ary 7, 2019 JUSTICE LAW CORPORATION		
13				
14		By: J. Otac		
15		Douglas Han Attorneys for Plaintiff		
16		Anorneys for Flaintin		
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