



**FILED**  
**ALAMEDA COUNTY**

APR 10 2019

CLERK OF THE SUPERIOR COURT  
By [Signature]  
Deputy

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**FAX FILE**

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

10 SPENCER SUMISAKI, individually, and on  
11 behalf of other members of the general public  
12 similarly situated;

Case No.: RC19014520

**CLASS ACTION COMPLAINT FOR DAMAGES**

13 Plaintiff,

14 vs.

15 BERKELEY BOWL PRODUCE, INC., a  
16 California corporation; and DOES 1 through  
17 100, inclusive,

18 Defendants.

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 COMES NOW, Plaintiff SPENCER SUMISAKI ("Plaintiff"), individually, and on  
2 behalf of other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the California Code of Civil Procedure  
5 section 382. The monetary damages and restitution sought by Plaintiff exceeds 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 all  
9 other causes" except those given by statute to other courts. The statutes under which this  
10 action is brought do not specify any other basis for jurisdiction.

11 3. This Court has jurisdiction over Defendant because, upon information and  
12 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or  
13 otherwise intentionally avails itself of the California market so as to render the exercise of  
14 jurisdiction over it by California courts consistent with traditional notions of fair play and  
15 substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, Defendant  
17 maintains offices, has agents, employs individuals, and/or transacts business in the State of  
18 California, County of Alameda. The majority of acts and omissions alleged herein relating to  
19 Plaintiff and the other class members took place in the State of California, including the County  
20 of Alameda. At all relevant times, Defendant maintained its headquarters/"nerve center" within  
21 the State of California, County of Alameda.

22 **PARTIES**

23 5. Plaintiff SPENCER SUMISAKI is an individual residing in the State of  
24 California.

25 6. Defendant BERKELEY BOWL PRODUCE, INC., at all times herein mentioned,  
26 was and is, upon information and belief, a California corporation and, at all times herein  
27 mentioned, an employer whose employees are engaged throughout the State of California,  
28 including the County of Alameda.



1           13.    The proposed class is defined as follows:  
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3           All current and former hourly-paid or non-exempt employees who worked for  
4           any of the Defendants within the State of California at any time during the  
5           period from four years preceding the filing of this Complaint to final judgment.

6           14.    Plaintiff reserves the right to establish subclasses as appropriate.

7           15.    The class is ascertainable and there is a well-defined community of interest in  
8           the litigation:

9           a.    Numerosity: The class members are so numerous that joinder of all class  
10           members is impracticable. The membership of the entire class is  
11           unknown to Plaintiff at this time; however, the class is estimated to be  
12           greater than fifty (50) individuals and the identity of such membership is  
13           readily ascertainable by inspection of Defendants' employment records.

14           b.    Typicality: Plaintiff's claims are typical of all other class members' as  
15           demonstrated herein. Plaintiff will fairly and adequately protect the  
16           interests of the other class members with whom he has a well-defined  
17           community of interest.

18           c.    Adequacy: Plaintiff will fairly and adequately protect the interests of  
19           each class member, with whom he has a well-defined community of  
20           interest and typicality of claims, as demonstrated herein. Plaintiff has no  
21           interest that is antagonistic to the other class members. Plaintiff's  
22           attorneys, the proposed class counsel, are versed in the rules governing  
23           class action discovery, certification, and settlement. Plaintiff has  
24           incurred, and during the pendency of this action will continue to incur,  
25           costs and attorneys' fees, that have been, are, and will be necessarily  
26           expended for the prosecution of this action for the substantial benefit of  
27           each class member.

28           d.    Superiority: A class action is superior to other available methods for the  
            fair and efficient adjudication of this litigation because individual joinder

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of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other

- 1 class members within the required time upon their discharge or  
2 resignation;
- 3 g. Whether Defendants failed to timely pay all wages due to Plaintiff and  
4 the other class members during their employment;
- 5 h. Whether Defendants complied with wage reporting as required by the  
6 California Labor Code; including, *inter alia*, section 226;
- 7 i. Whether Defendants kept complete and accurate payroll records as  
8 required by the California Labor Code, including, *inter alia*, section  
9 1174(d);
- 10 j. Whether Defendants failed to reimburse Plaintiff and the other class  
11 members for necessary business-related expenses and costs;
- 12 k. Whether Defendants' conduct was willful or reckless;
- 13 l. Whether Defendants engaged in unfair business practices in violation of  
14 California Business & Professions Code section 17200, et seq.;
- 15 m. The appropriate amount of damages, restitution, and/or monetary  
16 penalties resulting from Defendants' violation of California law; and
- 17 n. Whether Plaintiff and the other class members are entitled to  
18 compensatory damages pursuant to the California Labor Code.

19 **GENERAL ALLEGATIONS**

20 17. At all relevant times set forth herein, Defendants employed Plaintiff and other  
21 persons as hourly-paid or non-exempt employees within the State of California, including the  
22 County of Alameda.

23 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-  
24 exempt employee, from approximately November 2015 to approximately April 2017, in the  
25 State of California, County of Alameda.

26 19. Defendants hired Plaintiff and the other class members, classified them as  
27 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and  
28 missed meal periods and/or rest breaks.

1           20. Defendants had the authority to hire and terminate Plaintiff and the other class  
2 members, to set work rules and conditions governing Plaintiff's and the other class members'  
3 employment, and to supervise their daily employment activities.

4           21. Defendants exercised sufficient authority over the terms and conditions of  
5 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff  
6 and the other class members.

7           22. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
8 class members.

9           23. Defendants continue to employ hourly-paid or non-exempt employees within the  
10 State of California.

11           24. Plaintiff and the other class members worked over eight (8) hours in a day,  
12 and/or forty (40) hours in a week during their employment with Defendants.

13           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
14 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
15 employees within the State of California. This pattern and practice involved, *inter alia*, failing  
16 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest  
17 breaks in violation of California law.

18           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to receive  
20 certain wages for overtime compensation and that they were not receiving accurate overtime  
21 compensation for all overtime hours worked.

22           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 failed to provide Plaintiff and the other class members all required rest and meal periods during  
24 the relevant time period as required under the Industrial Welfare Commission Wage Orders  
25 and thus they are entitled to any and all applicable penalties.

26           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
27 knew or should have known that Plaintiff and the other class members were entitled to receive  
28 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class

1 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
2 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
3 regular rate of pay when a meal period was missed.

4 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that Plaintiff and the other class members were entitled to receive  
6 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
7 member's regular rate of pay when a rest period was missed, and they did not receive all rest  
8 periods or payment of one additional hour of pay at Plaintiff's and the other class members'  
9 regular rate of pay when a rest period was missed.

10 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiff and the other class members were entitled to receive  
12 at least minimum wages for compensation and that they were not receiving at least minimum  
13 wages for all hours worked.

14 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiff and the other class members were entitled to receive  
16 all wages owed to them upon discharge or resignation, including overtime and minimum wages  
17 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to  
18 them at the time of their discharge or resignation.

19 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that Plaintiff and the other class members were entitled to receive  
21 all wages owed to them during their employment. Plaintiff and the other class members did  
22 not receive payment of all wages, including overtime and minimum wages and meal and rest  
23 period premiums, within any time permissible under California Labor Code section 204.

24 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
25 knew or should have known that Plaintiff and the other class members were entitled to receive  
26 complete and accurate wage statements in accordance with California law, but, in fact, they did  
27 not receive complete and accurate wage statements from Defendants. The deficiencies

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1 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the  
2 other class members.

3 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 knew or should have known that Defendants had to keep complete and accurate payroll records  
5 for Plaintiff and the other class members in accordance with California law, but, in fact, did  
6 not keep complete and accurate payroll records.

7 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to  
9 reimbursement for necessary business-related expenses.

10 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that they had a duty to compensate Plaintiff and the other class  
12 members pursuant to California law, and that Defendants had the financial ability to pay such  
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
14 represented to Plaintiff and the other class members that they were properly denied wages, all  
15 in order to increase Defendants' profits.

16 37. During the relevant time period, Defendants failed to pay overtime wages to  
17 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other  
18 class members were required to work more than eight (8) hours per day and/or forty (40) hours  
19 per week without overtime compensation for all overtime hours worked.

20 38. During the relevant time period, Defendants failed to provide all requisite  
21 uninterrupted meal and rest periods to Plaintiff and the other class members.

22 39. During the relevant time period, Defendants failed to pay Plaintiff and the other  
23 class members at least minimum wages for all hours worked.

24 40. During the relevant time period, Defendants failed to pay Plaintiff and the other  
25 class members all wages owed to them upon discharge or resignation.

26 41. During the relevant time period, Defendants failed to pay Plaintiff and the other  
27 class members all wages within any time permissible under California law, including, *inter*  
28 *alia*, California Labor Code section 204.





1           58.     At all relevant times, California Labor Code section 226.7 provides that no  
2 employer shall require an employee to work during any meal or rest period mandated by an  
3 applicable order of the California IWC.

4           59.     At all relevant times, the applicable IWC Wage Order and California Labor  
5 Code section 512(a) provide that an employer may not require, cause or permit an employee to  
6 work for a work period of more than five (5) hours per day without providing the employee  
7 with a meal period of not less than thirty (30) minutes, except that if the total work period per  
8 day of the employee is no more than six (6) hours, the meal period may be waived by mutual  
9 consent of both the employer and employee.

10          60.     At all relevant times, the applicable IWC Wage Order and California Labor  
11 Code section 512(a) further provide that an employer may not require, cause or permit an  
12 employee to work for a work period of more than ten (10) hours per day without providing the  
13 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
14 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
15 be waived by mutual consent of the employer and the employee only if the first meal period  
16 was not waived.

17          61.     During the relevant time period, Plaintiff and the other class members who were  
18 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
19 their legally-mandated meal periods by mutual consent, were required to work for periods  
20 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
21 minutes and/or rest period.

22          62.     During the relevant time period, Plaintiff and the other class members who were  
23 scheduled to work for a period of time in excess of six (6) hours were required to work for  
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
25 (30) minutes and/or rest period.

26          63.     During the relevant time period, Defendants intentionally and willfully required  
27 Plaintiff and the other class members to work during meal periods and failed to compensate

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1 Plaintiff and the other class members the full meal period premium for work performed during  
2 meal periods.

3 64. During the relevant time period, Defendants failed to pay Plaintiff and the other  
4 class members the full meal period premium due pursuant to California Labor Code section  
5 226.7.

6 65. Defendants' conduct violates applicable IWC Wage Order and California Labor  
7 Code sections 226.7 and 512(a).

8 66. Pursuant to applicable IWC Wage Order and California Labor Code section  
9 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
10 additional hour of pay at the employee's regular rate of compensation for each work day that  
11 the meal or rest period is not provided.

12 **THIRD CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226.7)**

14 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

15 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
16 through 66, and each and every part thereof with the same force and effect as though fully set  
17 forth herein.

18 68. At all times herein set forth, the applicable IWC Wage Order and California  
19 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'  
20 employment by Defendants.

21 69. At all relevant times, California Labor Code section 226.7 provides that no  
22 employer shall require an employee to work during any rest period mandated by an applicable  
23 order of the California IWC.

24 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
25 employer shall authorize and permit all employees to take rest periods, which insofar as  
26 practicable shall be in the middle of each work period" and that the "rest period time shall be  
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

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1 hours or major fraction thereof” unless the total daily work time is less than three and one-half  
2 (3 ½) hours.

3 71. During the relevant time period, Defendants required Plaintiff and other class  
4 members to work four (4) or more hours without authorizing or permitting a ten (10) minute  
5 rest period per each four (4) hour period worked.

6 72. During the relevant time period, Defendants willfully required Plaintiff and the  
7 other class members to work during rest periods and failed to pay Plaintiff and the other class  
8 members the full rest period premium for work performed during rest periods.

9 73. During the relevant time period, Defendants failed to pay Plaintiff and the other  
10 class members the full rest period premium due pursuant to California Labor Code section  
11 226.7

12 74. Defendants’ conduct violates applicable IWC Wage Orders and California  
13 Labor Code section 226.7.

14 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
15 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
16 additional hour of pay at the employees’ regular hourly rate of compensation for each work  
17 day that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

21 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
22 through 75, and each and every part thereof with the same force and effect as though fully set  
23 forth herein.

24 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
25 provide that the minimum wage to be paid to employees, and the payment of a lesser wage  
26 than the minimum so fixed is unlawful.

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1 of any calendar month, other than those wages due upon termination of an employee, are due  
2 and payable between the 1st and the 10th day of the following month.

3 91. At all times herein set forth, California Labor Code section 204 provides that all  
4 wages earned for labor in excess of the normal work period shall be paid no later than the  
5 payday for the next regular payroll period.

6 92. During the relevant time period, Defendants intentionally and willfully failed to  
7 pay Plaintiff and the other class members all wages due to them, within any time period  
8 permissible under California Labor Code section 204.

9 93. Plaintiff and the other class members are entitled to recover all remedies  
10 available for violations of California Labor Code section 204.

11 **SEVENTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226(a))**

13 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

14 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
15 through 93, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

17 95. At all material times set forth herein, California Labor Code section 226(a)  
18 provides that every employer shall furnish each of his or her employees an accurate itemized  
19 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
20 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
21 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
22 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
23 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
24 his or her social security number, (8) the name and address of the legal entity that is the  
25 employer, and (9) all applicable hourly rates in effect during the pay period and the  
26 corresponding number of hours worked at each hourly rate by the employee. The deductions  
27 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
28 showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at a  
2 central location within the State of California.

3 96. Defendants have intentionally and willfully failed to provide Plaintiff and the  
4 other class members with complete and accurate wage statements. The deficiencies include,  
5 but are not limited to: the failure to include the total number of hours worked by Plaintiff and  
6 the other class members.

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

10 98. More specifically, Plaintiff and the other class members have been injured by  
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
12 they were denied both their legal right to receive, and their protected interest in receiving,  
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 99. Plaintiff and the other class members are entitled to recover from Defendants the  
15 greater of their actual damages caused by Defendants' failure to comply with California Labor  
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
17 employee.

18 100. Plaintiff and the other class members are also entitled to injunctive relief to  
19 ensure compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

23 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
24 through 100, and each and every part thereof with the same force and effect as though fully set  
25 forth herein.

26 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a  
27 central location in the state or at the plants or establishments at which employees are  
28 employed, payroll records showing the hours worked daily by and the wages paid to, and the

1 number of piece-rate units earned by and any applicable piece rate paid to, employees  
2 employed at the respective plants or establishments. These records shall be kept in accordance  
3 with rules established for this purpose by the commission, but in any case shall be kept on file  
4 for not less than two years.

5 103. Defendants have intentionally and willfully failed to keep accurate and complete  
6 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other  
7 class members.

8 104. As a result of Defendants' violation of California Labor Code section 1174(d),  
9 Plaintiff and the other class members have suffered injury and damage to their statutorily-  
10 protected rights.

11 105. More specifically, Plaintiff and the other class members have been injured by  
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because  
13 they were denied both their legal right and protected interest, in having available, accurate and  
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **NINTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

18 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
19 through 105, and each and every part thereof with the same force and effect as though fully set  
20 forth herein.

21 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
22 reimburse its employee for all necessary expenditures incurred by the employee in direct  
23 consequence of the discharge of his or her job duties or in direct consequence of his or her  
24 obedience to the directions of the employer.

25 108. Plaintiff and the other class members incurred necessary business-related  
26 expenses and costs that were not fully reimbursed by Defendants.

27 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
28 other class members for all necessary business-related expenses and costs.

1 110. Plaintiff and the other class members are entitled to recover from Defendants  
2 their business-related expenses and costs incurred during the course and scope of their  
3 employment, plus interest accrued from the date on which the employee incurred the necessary  
4 expenditures at the same rate as judgments in civil actions in the State of California.

5 **TENTH CAUSE OF ACTION**

6 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

7 **(Against BERKELEY BOWL PRODUCE, INC. and DOES 1 through 100)**

8 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
9 through 110, and each and every part thereof with the same force and effect as though fully set  
10 forth herein.

11 112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
12 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'  
13 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public  
14 interest within the meaning of Code of Civil Procedure section 1021.5.

15 113. Defendants' activities as alleged herein are violations of California law, and  
16 constitute unlawful business acts and practices in violation of California Business &  
17 Professions Code section 17200, et seq.

18 114. A violation of California Business & Professions Code section 17200, et seq.  
19 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
20 policies and practices of requiring employees, including Plaintiff and the other class members,  
21 to work overtime without paying them proper compensation violate California Labor Code  
22 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
23 employees, including Plaintiff and the other class members, to work through their meal and  
24 rest periods without paying them proper compensation violate California Labor Code sections  
25 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate  
26 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and  
27 practices of failing to timely pay wages to Plaintiff and the other class members violate

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1 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor  
2 Code sections 226(a), 1174(d), 2800 and 2802.

3 115. As a result of the herein described violations of California law, Defendants  
4 unlawfully gained an unfair advantage over other businesses.

5 116. Plaintiff and the other class members have been personally injured by  
6 Defendants' unlawful business acts and practices as alleged herein, including but not  
7 necessarily limited to the loss of money and/or property.

8 117. Pursuant to California Business & Professions Code sections 17200, et seq.,  
9 Plaintiff and the other class members are entitled to restitution of the wages withheld and  
10 retained by Defendants during a period that commences four years preceding the filing of this  
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section  
12 1021.5 and other applicable laws; and an award of costs.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, individually, and on behalf of other members of the general public similarly  
15 situated, requests a trial by jury.

16 **PRAYER FOR RELIEF**

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

20 **Class Certification**

- 21 1. That this action be certified as a class action;  
22 2. That Plaintiff be appointed as the representative of the Class;  
23 3. That counsel for Plaintiff be appointed as Class Counsel; and  
24 4. That Defendants provide to Class Counsel immediately the names and most  
25 current/last known contact information (address, e-mail and telephone numbers) of all class  
26 members.

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

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2 30. That the Court declare, adjudge and decree that Defendants violated California  
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
4 time of termination of the employment of Plaintiff and the other class members no longer  
5 employed by Defendants;

6 31. For all actual, consequential, and incidental losses and damages, according to  
7 proof;

8 32. For statutory wage penalties pursuant to California Labor Code section 203 for  
9 Plaintiff and the other class members who have left Defendants' employ;

10 33. For pre-judgment interest on any unpaid compensation from the date such  
11 amounts were due; and

12 34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

14 35. That the Court declare, adjudge and decree that Defendants violated California  
15 Labor Code section 204 by willfully failing to pay all compensation owed at the time required  
16 by California Labor Code section 204 to Plaintiff and the other class members;

17 36. For all actual, consequential, and incidental losses and damages, according to  
18 proof;

19 37. For pre-judgment interest on any unpaid compensation from the date such  
20 amounts were due; and

21 38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

23 39. That the Court declare, adjudge and decree that Defendants violated the record  
24 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
25 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized  
26 wage statements thereto;

27 40. For actual, consequential and incidental losses and damages, according to proof;

28 41. For statutory penalties pursuant to California Labor Code section 226(e);



1           54. For restitution of unpaid wages to Plaintiff and all the other class members and  
2 all pre-judgment interest from the day such amounts were due and payable;

3           55. For the appointment of a receiver to receive, manage and distribute any and all  
4 funds disgorged from Defendants and determined to have been wrongfully acquired by  
5 Defendants as a result of violation of California Business and Professions Code sections  
6 17200, et seq.;

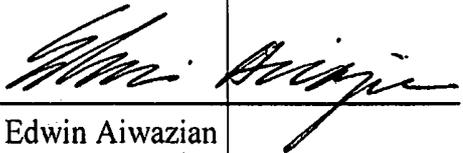
7           56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
8 California Code of Civil Procedure section 1021.5;

9           57. For injunctive relief to ensure compliance with this section, pursuant to  
10 California Business and Professions Code sections 17200, et seq.; and

11           58. For such other and further relief as the Court may deem just and proper.

12 Dated: April 10, 2019

LAWYERS for JUSTICE, PC

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14 By:   
15 Edwin Aiwazian  
16 Attorneys for Plaintiff

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