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Attorneys for ALBINO LUGO-RODRIGUEZ, as an individual, ELIZABETH VILLANUEVA, as an individual, and on behalf of all similarly situated employees,

**IN THE SUPERIOR COURT OF STATE OF CALIFORNIA**

**THE COUNTY OF LOS ANGELES**

**CENTRAL CIVIL WEST**

ALBINO LUGO-RODRIGUEZ, as an individual, ELIZABETH VILLANUEVA, as an individual, and on behalf of all similarly situated employees,

Plaintiff,

v.

MY WORLD ENTERPRISES, INC., dba ALONDRA HOT WINGS, and DOES 1 through 10, inclusive,

Defendants.

Case No.: BC637677

**CLASS ACTION**

**PLAINTIFF'S FIRST AMENDED  
CLASS ACTION COMPLAINT FOR  
DAMAGES,**

1. Violation Of California Warn Act (Cal. Labor Code § 1400 Et Seq.);
2. Failure To Provide Meal Periods (Cal. Labor Code §§ 226.7 And 512);
3. Failure To Provide Rest Periods (Cal. Labor Code §§ 226.7 And 512);
4. Failure To Pay All Wages Including Minimum Wages And Overtime Wages (Cal. Labor Code §§ 510, 1194);
5. Failure To Keep Accurate Payroll Records (Cal. Labor Code § 1174 And 226 (A), (E));
6. Failure To Reimburse For Necessary Expenditures (Cal. Labor Code § 2802);
7. Waiting Time Penalties (Cal. Labor Code §§ 201-203); and
8. Unfair Business Practices (Cal. Bus. Prof. Code § 17200 Et Seq.);

Assigned for all Purposes to:  
Hon. Carolyn B. Kuhl, Dept. 309

**DEMAND FOR JURY TRIAL**

1 Plaintiff ALBINO LUGO-RODRIGUEZ, as an individual, ELIZABETH  
2 VILLANUEVA, as an individual, and ADRIAN AGUILERA, as an individual, and on behalf  
3 of all similarly situated employees, complain and alleges as follows:

4 **PRELIMINARY STATEMENT**

5 1. This case arises out of the massive layoffs implemented by MY WORLD  
6 ENTERPRISES, INC. dba ALONDRA HOT WINGS ("AHS" or "Defendant"), a privately held  
7 Restaurant Bar and Grill headquartered in Artesia, California, which was founded on or about  
8 2003, and does business in the State of California as ALONDRA HOT WINGS. Plaintiffs and  
9 proposed class members are employees who seek wages that Defendants have failed and/or  
10 refused to pay following the abrupt layoff/termination of their employment.

11 2. This case also arises out of the violation of numerous California Labor Code  
12 provisions, including but not limited to, Defendant's failure to provide meal periods, failure to  
13 provide rest periods, failure to pay overtime wages, failure to keep accurate payroll records, and  
14 failure to pay waiting time penalties as set forth more fully herein. These violations concern not  
15 only current and past employees of AHS, but also those affected by the massive layoff.

16 3. Through this action, Plaintiffs and other similarly situated employees of  
17 Defendant seek recovery of damages in the amount of sixty (60) days pay by reason of  
18 Defendant's violation of Plaintiff's rights under the California WARN Act, Cal. Labor Code §  
19 1400 et seq. (the "California WARN Act"). Plaintiffs were employees of Defendant and were  
20 terminated as part of, or as a result of, mass layoffs and/or closings ordered by Defendant.  
21 Defendant violated federal law and state law by failing to give Plaintiffs and other similarly  
22 situated employees of the Defendant sixty (60) days notice as required by State and Federal law.

23 4. Plaintiffs and other similarly situated employees also seek recovery of unpaid  
24 wages, including but not limited to, overtime wages and waiting time penalties in the State of  
25 California, as a result of Defendant's failure to provide meal and rest periods and failing to pay  
26 employees all wages, including vacation time, overtime wages, and due and owing at the time  
27 of their layoff and/or termination.

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6. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and, upon information and belief, Plaintiffs and Defendant are residents of and/or domiciled in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

## A The Plaintiffs

8. Plaintiff was employed by the Defendant from approximately June 15, 2006, through October 3, 2016, as a cook and chef lead, at times working at several of Defendant's locations, throughout the County of Los Angeles.

10. Plaintiff was employed by the Defendant from approximately August 12, 2013 through October 5, 2016, as a server, shift lead and lastly Shift Manager.

11. Plaintiff Adrian Aguilera is an individual residing in Los Angeles County.

12. Plaintiffs are informed and believe, and based thereon allege, that MY WORLD ENTERPRISES, INC. dba ALONDRA HOT WINGS is a California corporation organized under the laws of the State of California and is and/or was the employer of the Plaintiffs and

1 Plaintiff Class during the Class Period. MY WORLD ENTERPRISES, INC. does business in  
2 the State of California as ALONDRA HOT WINGS (“AHW”).

3 13. Plaintiffs are ignorant of the true names, capacities, relationships and extent of  
4 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through  
5 10, inclusive, but on information and belief allege that said Defendants are legally responsible  
6 for the occurrences herein alleged, and that the damages of Plaintiffs and the putative class  
7 members herein alleged were proximately caused by such Defendants. Plaintiffs will amend  
8 this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

9 14. Plaintiffs are informed and believe, and based thereon allege, that each  
10 Defendant herein was, at all times relevant to this action, the agent, employee, representing  
11 partner, and/or joint venture of the remaining Defendants and was acting within the course and  
12 scope of the relationship. Plaintiffs are further informed and believe that each of the Defendants  
13 herein gave consent to, ratified and authorized the acts alleged herein to the remaining  
14 Defendants.

15 15. Plaintiffs are further informed and believe, and based thereon allege, that  
16 Defendants herein acted as a “single employer” at all relevant times for the purposes of the  
17 WARN Act. At all relevant times, Defendants manage commercial real estate sites across the  
18 state of California that qualified for protection under the WARN Act. (Collectively the “Sites”)  
19 Defendants acted in all respects pertinent to this action as the agent of the other Defendants,  
20 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts  
21 of each Defendant are legally attributable to the other Defendants.

22 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

23 16. On or about October 06, 2016, AHW announced that it had lost its contract with  
24 a customer and that Plaintiffs and Plaintiff Class would no longer be employed by AHW. On  
25 approximately October 2, 2016, AHW informed Plaintiffs and Plaintiff Class that they would be  
26 closing certain restaurants for maintenance issues.

27 17. On or about October 6, 2016, Plaintiff Lugo-Rodriguez and Plaintiff Class  
28 Members employed at the Long Beach location were informed that they were effectively laid

1 off on October 3, 2016.

2 18. Similarly, on or about October 5, 2016, Plaintiff Villanueva and Plaintiff Class  
3 Members employed at the Pasadena location were informed that they were effectively laid off  
4 on October 2, 2016.

5 19. Upon information and belief, on or about October 5 and 6, 2016, Defendant  
6 implemented a mass layoff of when Defendant informed Plaintiffs and Plaintiff Class that they  
7 would no longer be employed by Defendant.

8 **CALIFORNIA WARN ACT ALLEGATIONS**

9 20. Plaintiff Lugo-Rodriguez and others similarly situated were employed at  
10 Defendant's Long Beach location, located in Long Beach, California until their employment  
11 was ended in violation of Cal. Lab. Code § 1400, et seq., within thirty (30) days of October 3,  
12 2016.

13 21. Plaintiff Lugo-Rodriguez and others similarly situated were employees of  
14 Defendant, and Defendant was their employer, as those terms are defined under Cal. Lab. Code  
15 § 1400.

16 22. Defendant operations were such that collectively it was considered a "covered  
17 establishment(s)," as that term is defined under Cal. Lab. Code § 1400, because Defendant  
18 employed seventy-five (75) or more persons in the twelve (12) months preceding October 6,  
19 2016.

20 23. Plaintiff Lugo-Rodriguez and others similarly situated were subjected to a "mass  
21 layoff," "relocation," or "termination," as those terms are defined under Cal. Lab. Code § 1400,  
22 within thirty (30) days of October 3, 2016.

23 24. Defendant failed to provide Plaintiff Lugo-Rodriguez and those similarly  
24 situated with the proper notice required by Cal. Lab. Code § 1401 prior to the mass layoff,  
25 relocation, or termination.

26 25. Defendant failed to provide Lugo-Rodriguez and those similarly situated with  
27 sixty (60) days wages and benefits as required by Cal. Lab. Code § 1402.

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26. Plaintiff Villanueva and others similarly situated were employed at Defendant's Pasadena location, located in Pasadena California until their employment was ended in violation of Cal. Lab. Code § 1400, et seq., within thirty (30) days of October 2, 2016.

27. Plaintiff Villanueva and others similarly situated were employees of Defendant, and Defendant was their employer, as those terms are defined under Cal. Lab. Code § 1400.

28. Defendant operations were such that collectively it was considered a “covered establishment(s),” as that term is defined under Cal. Lab. Code § 1400, because Defendant employed seventy-five (75) or more persons in the twelve (12) months preceding October 6, 2016.

29. Plaintiff Villanueva and others similarly situated were subjected to a "mass layoff," "relocation," or "termination," as those terms are defined under Cal. Lab. Code § 1400, within thirty (30) days of October 2, 2016.

30. Defendant failed to provide Plaintiff Villanueva and those similarly situated with the proper notice required by Cal. Lab. Code § 1401 prior to the mass layoff, relocation, or termination.

31. Defendant failed to provide Villanueva and those similarly situated with sixty (60) days wages and benefits as required by Cal. Lab. Code § 1402.

## GENERAL ALLEGATIONS

32. California *Labor Code* § 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of their overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

33. Further, *Business and Professions Code* § 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. *Business and Professions Code* § 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

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1           34.     During all, or a portion of the Class Period, Plaintiffs and each member of the  
2 Plaintiff Class were employed by Defendant and each of them, in the State of California.  
3 Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under  
4 one (1) or more Industrial Welfare Commission (IWC) Wage Orders, and *Labor Code* § 510,  
5 and/or other applicable wage orders, regulations and statutes, and each Class member was not  
6 subject to an exemption for executive, administrative and professional employees, which  
7 imposed obligations on the part of the Defendant to pay Plaintiffs and the Class members lawful  
8 overtime compensations. Plaintiffs and the California Labor Code Violation Class members  
9 were covered by one (1) or more Industrial Welfare Commission (IWC) Wage Orders, and  
10 Labor Code § 226.7 and other applicable wage orders, regulations and statutes which imposed  
11 an obligation on the part of the Defendant to pay Plaintiffs and the California Labor Code  
12 Violation Class members rest and meal period compensation.

13           35.     During the Class Period, Defendant was obligated to pay Plaintiffs and Plaintiff  
14 Class members overtime compensation for all hours worked over eight (8) hours of work in one  
15 (1) day or forty (40) hours in one (1) week.

16           36.     During the Class Period, Defendant was obligated to provide Plaintiffs and  
17 Plaintiff Class members with a work free meal and/or rest period.

18           37.     Plaintiffs and each Plaintiff Class member primarily performed non-exempt  
19 work in excess of the maximum regular rate hours set by the IWC in the applicable Wage  
20 Orders, regulations or statutes, and therefore entitled the Plaintiffs and Plaintiff Class members  
21 to overtime compensation at time and a half rate, and when applicable, double time rates as set  
22 forth by the applicable Wage Orders, regulations and/or statutes.

23           38.     Class members who ended their employment during the Class Period, but were  
24 not paid the above due overtime compensation timely upon the termination of their employment  
25 as required by Labor Code §§ 201, 202, 203, and are entitled to penalties as provided by  
26 California Labor Code § 203.

27           39.     During the Class Period, the Defendant and each of them, required the Plaintiffs  
28 and Plaintiff Class members to work overtime without lawful compensation, in violation of the

1 various applicable Wage Orders, regulations and statutes, and the Defendant: (1) Willfully  
2 failed and refused, and continue to fail and refuse to pay lawful overtime compensation to the  
3 Plaintiff Class members; and (2) willfully failed and refused, and continue to fail and refuse to  
4 pay due and owing wages promptly upon termination of employment to Plaintiffs and certain  
5 Plaintiff Class members.

6 40. During the Class Period, the Defendant, and each of them failed and/or refused  
7 to schedule Plaintiffs and Plaintiff Class in an overlapping manner so as to reasonably ensure  
8 meal and/or rest breaks and/or shift relief for Plaintiffs and Plaintiff Class, thereby causing  
9 members of the Plaintiff Class to work without being given paid ten (10) minute rest periods for  
10 every four (4) hours or major fraction thereof worked and without being given a thirty (30)  
11 minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal  
12 periods for shifts of at least ten (10) hours during which Plaintiff Class members were relieved  
13 of all duties and free to leave the premises. Defendant further failed and/or refused to schedule  
14 Plaintiffs and Plaintiff Class in an overlapping manner so as to reasonably ensure meal and/or  
15 rest breaks were taken within the required statutory time frame as required by law.  
16 Furthermore, Defendant failed and/or refused to pay any Plaintiff Class members one (1) hour's  
17 pay at the employees' regular rate of pay as premium compensation for failure to provide rest  
18 and/or meal periods or to providing such rest and/or meal periods within the statutory time  
19 frame as a result of their scheduling policy.

#### 20 **CLASS ALLEGATIONS**

21 41. Plaintiffs bring this action on behalf of themselves and all other similarly situated  
22 persons, as a class action pursuant to California Civil Code of Procedure §382 on behalf of  
23 themselves and all other similarly situated persons in the Class, which is composed of and  
24 defined as follows: All of Defendant's "non-exempt hourly positions including but not limited to  
25 head chefs, cooks, servers, shift leaders, managers and related positions employed by Defendant  
26 on or after four (4) years prior to the commencement of this action who were subject to a mass  
27 layoff without sixty (60) days notice, not paid the legally requisite overtime rate and/or double-  
28 time rate for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours



1 per workweek, were not paid for all hours worked, were required to work off the clock, were  
2 denied meal and/or rest periods due to Defendant' failure to provide shift relief, thereby  
3 depriving Plaintiffs and Plaintiff Class of the requisite rest and/or meal periods altogether or in  
4 the statutorily required time frame, and payments under Labor Code § 226.7 and to whom  
5 Defendant failed to pay wages of terminated or resigned employees under Labor Code §§ 201,  
6 202, 203.

- 7 a. All persons who are employed or have been employed by Defendant in the  
8 State of California who, were subjected to a "mass layoff," "relocation" or  
9 "termination," as those terms are defined under Cal. Lab. Code §1400 within  
10 thirty (30) days of October 6, 2016;
- 11 b. All persons who are employed or have been employed by Defendant in the  
12 State of California who, for the four (4) years prior to the filing of this class  
13 action to the present have worked as non-exempt employees and have not  
14 been provided a meal period for every five (5) hours or major fraction thereof  
15 worked per day, and were not provided one (1) hour's pay for each day on  
16 which such meal period was not provided;
- 17 c. All persons who are employed or have been employed by Defendant in the  
18 State of California who, for the four (4) years prior to the filing of this class  
19 action to the present have worked as non-exempt employees and have not  
20 been provided a rest period for every four (4) hours or major fraction thereof  
21 worked per day, and were not provided compensation of one (1) hour's pay  
22 for each day on which such rest period was not provided;
- 23 d. All persons who were employed by Defendant in the State of California who,  
24 for the three (3) years prior to the filing of this class action to the present  
25 have worked as non-exempt employees and have been terminated or  
26 resigned, and have not been paid wages pursuant to Labor Code, section 203  
27 and are owed restitution for waiting time penalties for unpaid wages;

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- 1 e. All persons who are employed or have been employed by Defendant in the  
2 State of California who, for the four (4) years prior to the filing of this class  
3 action to the present have worked as non-exempt employees and were not  
4 paid all wages owed, including but not limited to overtime;
- 5 f. All persons who are employed or have been employed by Defendant in the  
6 State of California who, one (1) year prior to the filing of this class action to  
7 the present have worked as non-exempt employees and were not provided an  
8 accurate payroll record as required under Labor Code 226(a), (e) and Labor  
9 Code Section §1174.
- 10 g. All persons who are employed or have been employed by Defendant in the  
11 State of California who, for the four (4) years prior to the filing of this class  
12 action to the present have worked as non-exempt employees who have been  
13 subjected to unlawful and unfair business practices within the meaning of  
14 Unfair Competition Law and who suffered injury, including lost money, as a  
15 result of Defendant's unlawful and unfair business practices.
- 16 h. All persons who are employed or have been employed by Defendant in the  
17 State of California who, for the four (4) years prior to the filing of this class  
18 action to the present have worked as non-exempt employees and who are  
19 entitled to recover from Defendant unpaid wages, overtime compensation,  
20 rest and meal period compensation and penalties, waiting period wages and  
21 penalties, attorneys' fees and costs under Labor Code §§ 2698-2699.

22 42. Plaintiffs reserve the right under Rule 1855(b), California Rules of Court, to  
23 amend or modify the Class description with greater specificity or further division into  
24 subclasses or limitation to particular issues.

25 43. This action has been brought and may be maintained as a class action pursuant to  
26 Code of Civil Procedure § 382 because there is a well-defined common interest of many  
27 persons and it is impractical to bring them all before the court.

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1           44.     This Court should permit this action to be maintained as a class action pursuant  
2 to California Code of Civil Procedure § 382 because:

- 3           (a)     The questions of law and fact common to the Class predominate over any  
4 question affecting only individual members;
- 5           (b)     A class action is superior to any other available method for the fair and  
6 efficient adjudication of the claims of the members of the Class;
- 7           (c)     The Class is so numerous that it is impractical to bring all members of the  
8 Class before the Court;
- 9           (d)     Plaintiffs and the other members of the Class will not be able to  
10 obtain effective and economic legal redress unless the action is  
11 maintained as a class action;
- 12           (e)     Plaintiffs and the other members of the Class will not be able to obtain  
13 effective and economic legal redress unless the action is maintained as a  
14 class action;
- 15           (f)     There is a community of interest in obtaining appropriate legal and  
16 equitable relief for the common law and statutory violations and other  
17 improprieties, and in obtaining adequate compensation for the damages  
18 and injuries which Defendant's actions have inflicted upon the Class;
- 19           (g)     There is a community of interest in ensuring that the combined assets and  
20 available insurance of the Defendant is sufficient to adequately  
21 compensate members of the Class for the injuries sustained;
- 22           (h)     Without class certification, the prosecution of separate actions by  
23 individual members of the Class would create a risk of:
- 24                 (1)     Inconsistent or varying adjudications with respect to individual  
25 members of the Class which would establish incompatible  
26 standard of conduct for the Defendant; and/or
- 27                 (2)     Adjudications with respect to the individual members which  
28 would, as a practical matter, be dispositive of the interests of other

- 1 members not parties to the adjudications, or would substantially  
2 impair or impede their ability to protect their interests, including  
3 but not limited to the potential for exhausting the funds available  
4 from those parties who is, or may be, responsible Defendant; and  
5 (i) Defendant has acted or refused to act on grounds generally applicable  
6 to the Class, thereby making final injunctive relief appropriate with  
7 respect to the Class as a whole.

8 **FIRST CLAIM FOR RELIEF**

9 **Violation of California WARN Act-Cal. Lab. Code §1400 et. seq.**

10 **(Plaintiffs against all Defendants)**

11 45. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the  
12 allegations in the preceding paragraphs.

13 46. In the twelve (12) months proceeding October 6, 2016, Defendant operated at  
14 least one (1) site in California in which it employed seventy-five (75) or more persons.

15 47. Defendant's actions, as described above and as they occurred at Defendant's  
16 qualifying site in California constituted a "mass layoff," "relocation," or "termination," without  
17 proper notice, in violations of the California WARN Act, Cal. Lab. Code § 1400 et seq.

18 48. Defendant is therefore liable to Plaintiff Lugo-Rodriguez and the California  
19 WARN class for back pay and benefits for sixty (60) days, as outlined in Cal. Lab. Code §  
20 1402, as well as attorneys' fees under Cal. Lab. Code § 1404.

21 **SECOND CLAIM FOR RELIEF**

22 **Failure to Provide Meal Periods – Cal. Labor Code §§ 226.7 and 512**

23 **(Plaintiffs against all Defendants)**

24 49. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the  
25 allegations in the preceding paragraphs.

26 50. Labor Code §§ 226.7 and 512, provide that no employer shall employ any person  
27 for a work period of more than five (5) hours without providing a meal period of not less than  
28 thirty (30) minutes or employ any person for a work period of more than ten (10) hours without

1 a second meal period of not less than thirty (30) minutes.

2 51. Labor Code §§ 226.7 provides that if an employer fails to provide an employee a  
3 meal period in accordance with this section, the employer shall pay the employee one (1) hour  
4 of pay at the employee's regular rate of compensation for each workday that the meal period is  
5 not provided in accordance with this section.

6 52. Defendant failed to schedule Plaintiffs and similarly situated persons in an  
7 overlapping manner so as to reasonably ensure Plaintiffs and the Plaintiff Class could take  
8 and/or receive such meal periods within the statutory timeframe. As a result, Plaintiffs and  
9 Plaintiff Class members were often forced to forego a meal period and/or work during their  
10 meal period. In so doing, Defendant has intentionally and improperly denied meal periods to  
11 the Plaintiffs and Plaintiff Class in violation of Labor Code §§226.7 and 512 and other  
12 regulations and statutes.

13 53. At all times relevant hereto, Plaintiffs and Plaintiff Class members have worked  
14 more than five (5) hours in a workday.

15 54. At varying times relevant hereto, Plaintiffs and Plaintiff Class members at times  
16 have worked more than ten (10) hours in a workday.

17 55. At all times relevant hereto, the Defendant, and each of them, failed to schedule  
18 Plaintiffs and similarly situated persons in a manner so as to reasonably provide meal and/or  
19 work free meal period as required by Labor Code §§ 226.7 and 512.

20 56. By virtue of the Defendant's failure to schedule Plaintiffs and Plaintiff Class  
21 members in such a way as to provide a meal period, and/or work free meal period to the  
22 Plaintiffs and Plaintiff Class thereby causing Plaintiffs and Plaintiff Class to suffer, and will  
23 continue to suffer, damages in the amounts which are presently unknown, but will be  
24 ascertained according to proof at trial.

25 57. Plaintiffs individually, and on behalf of the Plaintiff Class, requests recovery of  
26 meal period compensation pursuant to Labor Code §226.7 which they are owed beginning four  
27 (4) years prior to filing this complaint as well as the assessment of any statutory penalties  
28 against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other

1 statutes.

2 **THIRD CLAIM FOR RELIEF**

3 **Failure to Provide Rest Periods – Cal. Labor Code §§ 226.7 and 512**

4 **(Plaintiffs against all Defendants)**

5 58. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the  
6 allegations in the preceding paragraphs.

7 59. Labor Code §226.7 provides that employers authorize and permit all employees  
8 to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

9 60. Labor Code §226.7(b) provides that if an employer fails to provide employee rest  
10 periods in accordance with this section, the employer shall pay the employee one (1) hour of  
11 pay at the employees' regular rate of compensation for each workday that the rest period is not  
12 provided.

13 61. Defendant failed and or refused to implement a relief system by which Plaintiffs  
14 and Plaintiff Class members could receive rest breaks and/or work free rest breaks.  
15 Furthermore, due to Defendant's relief system, Plaintiffs and Plaintiff Class members did not  
16 receive their rest breaks within the required statutory time frame. By and through their actions,  
17 Defendant intentionally and improperly denied rest periods to the Plaintiffs and Plaintiff Class  
18 in violation of Labor Code §§226.7 and 512.

19 62. At all times relevant hereto, the Plaintiffs and Plaintiff Class, have worked more  
20 than four (4) hours in a workday.

21 63. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs  
22 and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiffs and Plaintiff  
23 Class have suffered, and will continue to suffer, damages, in amounts which are presently  
24 unknown, but will be ascertained according to proof at trial.

25 64. Plaintiffs, individually, and on behalf of employees similarly situated, request  
26 recovery of rest period compensation pursuant to Labor Code §226.7, which they are owed  
27 beginning four (4) years prior to filing this complaint as well as the assessment of any statutory  
28 penalties against the Defendant, in a sum as provided by the Labor Code and/or any other

1 statute.

2 **FOURTH CLAIM FOR RELIEF**

3 **Failure to Pay All Wages Including Minimum Wage and Overtime Wages**

4 **Cal. Labor Code § 1194**

5 **(Plaintiffs against all Defendants)**

6 65. Plaintiffs allege and incorporate by reference the allegations in the preceding  
7 paragraphs.

8 66. Defendant failed to pay Plaintiffs, and Plaintiff Class members for both  
9 minimum wages and overtime premium for hours worked in excess of over eight (8) hours per  
10 day and forty (40) hours per week for work performed for the Defendant as a result of being  
11 Defendant's policy not to compensate Plaintiffs and Plaintiff Class Members for the time spent  
12 driving home after Plaintiffs and Plaintiff Class completed their last service call of the work  
13 day. As such Plaintiffs and Plaintiff Class seek overtime in an amount according to proof.  
14 Pursuant to Labor Code § 1194, the Class members seek the payment of all wages owed,  
15 including minimum wage and overtime compensation which they earned and accrued four (4)  
16 years prior to filing this complaint, according to proof.

17 67. Additionally, Plaintiffs and Plaintiff Class members are entitled to attorneys'  
18 fees, costs, pursuant to California Labor Code § 1194 and prejudgment interest.

19 **FIFTH CLAIM FOR RELIEF**

20 **Failure to Keep Accurate Payroll Records – Cal. Labor Code § 1174, §226(a), (e)**

21 **(Plaintiffs against all Defendants)**

22 68. Plaintiffs allege and incorporate by reference the allegations in the preceding  
23 paragraphs.

24 69. Labor Code §1174(d), requires an employer to keep at a central location in  
25 California or at the plant or establishment at which the employees are employed, payroll records  
26 showing the hours worked daily, and the wages paid to each employee. Plaintiffs are informed  
27 and believe that Defendant willfully failed to make or keep accurate records for Plaintiffs and  
28 Class members.

1           70. California Labor Code section 226(a) requires employers to furnish each  
2 employees with a statement that accurately reflects the total number of hours worked and  
3 applicable hourly overtime rates in effect during the pay period at the time of each payment of  
4 wages or semi-monthly. Labor Code section 226(e) provides that if an employer knowingly and  
5 intentionally fails to provide a statement itemizing, *inter alia*, the total hours worked by the  
6 employee and the applicable hourly overtime rates, causing the employee injury, then the  
7 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for  
8 each subsequent violation, up to four thousand dollars (\$4,000.00).

9           71. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall  
10 keep accurate information with respect to each employee, including time records showing when  
11 each employee begins and ends each work period, the total daily hours worked by each  
12 employee and the total hours worked in each payroll period, and applicable rates of pay.  
13 Plaintiffs are informed and believe that Defendant willfully and intentionally failed to make  
14 and/or keep records which accurately reflect the hours worked by Plaintiffs and Class members.  
15 Specifically, Plaintiffs believe that Defendant's records do not accurately reflect where  
16 Plaintiffs and Plaintiff Class members worked during their meal and/or rest breaks due to  
17 Defendant's failure to schedule Plaintiffs and Plaintiff Class members in an overlapping manner  
18 so as to provide them with a meal and/or rest break.

19           72. Plaintiffs are informed and believe that Defendant's failure to keep accurate  
20 payroll records, as described above, violated Labor Code § 1174(d) and the applicable wage  
21 order. Plaintiffs and the Class members are entitled to penalties of one hundred dollars  
22 (\$100.00) for the initial violation and two hundred dollars (\$200.00) for each subsequent  
23 violation for every pay period during which these records and information were not kept by  
24 Defendant.

25           73. Plaintiffs are informed and believe that Defendant's failure to keep and maintain  
26 accurate records and information, as described above, was willful, and Plaintiffs and the  
27 Plaintiff Class are entitled to a statutory penalty of five hundred dollars (\$500.00) for Plaintiffs  
28 and each Class member pursuant to Labor Code § 1174.5.



1       74. Defendant knowingly and intentionally failed to furnish and continues to  
2 knowingly and intentionally fail to furnish each Plaintiff and Class Member with timely,  
3 itemized statements that accurately reflect the total number of hours worked, as required by  
4 Labor Code section 226(2), and Plaintiffs and Class Members suffered injury as a result.  
5 Consequently, Defendant is liable to Plaintiffs and Class Members for the amounts provided by  
6 Labor Code section 226(e).

7       75. Defendant knowingly and intentionally failed to furnish and continue to  
8 knowingly and intentionally fail to furnish Plaintiffs and Class Members with timely, itemized  
9 statements listing applicable hourly overtime rates in effect during the pay period as required by  
10 Labor Code section 226(a) and Plaintiffs and each Class Members suffered injury as a result.  
11 Consequently, Defendant is liable to Plaintiffs and Class Members for the amounts provided by  
12 Labor Code section 226(e).

13       76. Plaintiff Lugo-Rodriguez and Plaintiff Villanueva have complied with the  
14 reporting requirements under Labor Code §2698-2699 of the Labor Code Private Attorney's  
15 General Act, individually and on behalf of all aggrieved employees. Plaintiffs and Plaintiff  
16 Class members request and are entitled to recover from Defendant's penalties for failure to keep  
17 accurate payroll records, interest, attorney's fees and costs pursuant to Labor Code §1174, as  
18 well as all statutory penalties and attorneys' fees against Defendant.

19                               **SIXTH CLAIM FOR RELIEF**

20                   **Failure to Reimburse for Necessary Expenditures—Cal. Labor Code § 2802**

21                               **(Plaintiffs against all Defendants)**

22       77. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the  
23 allegations in the preceding paragraphs.

24       78. California Labor Code §2802, states "An employer shall indemnify his or her  
25 employee for all necessary expenditures or losses incurred by the employee in direct  
26 consequence of the discharge of his or her duties...."

27       79. Plaintiffs and the Plaintiff Class were not reimbursed by Defendant for necessary  
28 expenditures as a direct consequence of the discharge of their duties.

1           80. Defendant knowingly, willingly and intentionally attempted to offset the cost of  
2 doing business on the Plaintiffs and Plaintiff Class.

3           81. Defendant had a corporate practice and policy of requiring Plaintiffs and Plaintiff  
4 Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse  
5 Plaintiffs and Plaintiff Class for necessary business expenditures, specifically the purchase of  
6 uniform shirts and non-slip shoes.

7           82. Accordingly, Plaintiffs and Plaintiff Class are entitled to an award of "necessary  
8 expenditures or losses" in accordance with Cal. Labor Code § 2802, which shall also include all  
9 reasonable costs, including, but not limited to, attorneys' fees and interest.

10                                   **SEVENTH CLAIM FOR RELIEF**

11                           **Failure to Pay Wages Of Terminated Or Resigned Employees**

12                                   **Cal. Labor Code §§ 201, 202, 203**

13                                   **(Plaintiffs against all Defendants)**

14           82. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the  
15 allegations in the preceding paragraphs.

16           83. Plaintiffs and/or the members of the Plaintiff Class, who ended their  
17 employment with the Defendant during the Class Period, were entitled to be promptly paid  
18 lawful overtime compensation and other premiums, as required by Cal. Labor Code §§ 201,  
19 202, 203. Defendant refused and/or failed to promptly compensate Plaintiffs and Plaintiff Class  
20 wages owed as a result of their failure to provide meal and/or rest periods as well as pay  
21 overtime compensation. Pursuant to Cal. Labor Code § 203, such Plaintiffs and Plaintiff Class  
22 members seek the payment of penalties pursuant to Cal. Labor Code § 203, according to proof.

23           84. Accordingly, Plaintiffs and Plaintiff Class members are entitled to attorneys'  
24 fees, and costs, pursuant to Cal. Labor Code § 203 and prejudgment interest.

25           ///

26           ///

27           ///

28           ///

1 **EIGHTH CLAIM FOR RELIEF**

2 **Unfair Practices Under California Unfair Competition Act**

3 **(Plaintiffs against all Defendants)**

4 85. Plaintiffs re-allege and incorporate by reference the allegations in the preceding  
5 paragraphs.

6 86. Section 17200 of the California Business and Professions Code-California's  
7 Unfair Competition law, prohibits unfair competition by prohibiting, *inter alia*, any unlawful or  
8 unfair business acts or practices. The foregoing conduct by Defendant, as alleged, constitutes  
9 unlawful business practices in violation of section 17200, *et seq.*

10 87. Pursuant to Bus. & Prof. Code § 17200 *et seq.*, Plaintiffs and Plaintiff Class  
11 members are entitled to restitution of the severance pay and other unpaid wages and premiums  
12 alleged herein that Defendant has improperly withheld, a permanent injunction requiring  
13 Defendant to pay severance pay to all workers as defined herein, an award of attorneys' fees  
14 pursuant to Code of Civ. Proc. § 1021.5 and other applicable law, and costs.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs on behalf of themselves and all members of the proposed class, pray  
17 for relief as follows:

- 18 A. That Defendant is found to have violated the provisions of the  
19 California WARN Act as to Plaintiffs and the class;
- 20 B. That Defendant is found to have violated Labor Code section 203 of the  
21 California Labor Code for willful failure to pay all compensation owed at  
22 the time of separation to Plaintiffs and the class;
- 23 C. An award to Plaintiffs and the class for the amount of all unpaid wages  
24 and compensation owed, including interest thereon, and penalties subject  
25 to proof at trial;
- 26 D. That Defendant be ordered and enjoined to pay restitution to  
27 Plaintiffs and the 17200 class due to Defendant's unlawful activities,  
28 pursuant to California Business and Professions Code § 17200;

- 1 E. That Defendant further be enjoined to cease and desist from  
2 unlawful activities in violation of California Business and Professions  
3 Code § 17200;  
4 F. An award of reasonable attorneys' fees and costs pursuant to Code of  
5 Civil Procedure § 1021.5, Cal. Lab. Code § 1404;  
6 G. For leave to amend this complaint to add additional state law  
7 claims, should it be necessary;  
8 H. For interest on any compensatory damages; and  
9 I. For statutory penalties and attorneys' fees.  
10 J. For meal period compensation; and  
11 K. For rest period compensation; and  
12 L. Restitution; and  
13 M. For such other further relief, in law or equity, as this Court may deem  
14 appropriate and just.

15 Dated: April 26, 2017

**MAHONEY LAW GROUP, APC**

16  
17  
18 By: 

Kevin Mahoney, Esq.  
Dionisios Aliazis, Esq.  
Attorney for Plaintiffs Albino Lugo-  
Rodriguez, Elizabeth Villanueva, and  
Adrian Aguilera, as individuals and on  
behalf of all employees similarly situated

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Dated: April 26, 2017

By:

– 21 –

**PROOF OF SERVICE**  
Code of Civ. Proc. § 1013a, subd. (3)

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **May 1, 2017**, I served true copies of the following document described as: **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

The documents were served on the interested parties in this action, addressed as follows:

Jibit Cinar, Esq.  
**CEPKINIAN-CINAR LAW GROUP**  
Spurgeon Law Bldg  
1113 N Spurgeon St  
Santa Ana, CA 92701

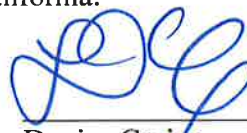
Attorneys for Defendants, MY WORLD  
ENTERPRISES, INC. dba ALONDRA HOT  
WINGS

Phone: (714) 835-4529  
Email: [jibit@cclawgroup.net](mailto:jibit@cclawgroup.net)

☒ **By Mail:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 1, 2017** at Long Beach, California.

  
\_\_\_\_\_  
Denise Carias

SCANNED