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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

LUIS RODOLFO CARDENAS,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

EUROMOTORS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

DEFENDANT.

Case No: 22-CIV-05088

**CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF,
DECLARATORY RELIEF, PENALTIES
AND RESTITUTION**

1. **FAILURE TO PAY WAGES FOR ALL HOURS WORKED** (Cal. Lab. Code §§ 204, 218, 1194, 1194.2);
2. **FAILURE TO PAY OVERTIME WAGES** (Cal. Lab. Code §§ 218, 510, 1194);
3. **FAILURE TO PROVIDE MANDATORY MEAL AND REST BREAKS** (Cal. Lab. Code §§ 226.7, 512);
4. **FAILURE TO PAY BUSINESS EXPENSES VIOLATION** (Cal. Lab. Code § § 2802)
5. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS** (Cal. Lab. Code §§ 226, 1174);
6. **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW** (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
7. **CIVIL PENALTIES FOR PRIVATE ATTORNEY GENERAL ACT ("PAGA") VIOLATIONS** §§ 2699 *et seq.* ("PAGA");

DEMAND FOR JURY TRIAL

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3 1. Plaintiff LUIS RODOLFO CARDENAS (“Plaintiff,”) individually, and on behalf
4 of himself and classes of those similarly situated (“Class Members” or “Class”) file this Class Action
5 Complaint against Defendant EUROMOTORS, INC., a California Corporation (“Defendant
6 Euromotors”) and DOES 1 through 50 (mutually referenced as “Defendants,”) and alleges as
7 follows:
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9 **I. INTRODUCTION AND FACTUAL BACKGROUND**

10 2. Plaintiff brings this class action pursuant to California Code of Civil Procedure
11 § 382 against Defendants for, among other things: (a) nonpayment of wages (including
12 minimum wages and overtime wages); (b) non-compliant meal periods; (c) non-compliant rest
13 breaks; (d) failure to reimburse business expenses; and (e) failure to provide accurate wage
14 statements.

15 3. For the (4) four years prior to the filing of the original Complaint (plus any tolling)
16 to the present (the “Class Period”), Defendants have and continue to employ non-exempt hourly
17 employees.

18 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers, other professionals, employees and
20 advisors knowledgeable about California labor and wage laws, including employment and personnel
21 practices.

22 5. California Labor Code § 1198 provides: “The maximum hours of work and the
23 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
24 standard conditions of labor for employees. The employment of any employee for longer hours than
25 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

26 6. In accordance with its power under California Labor Code § 1198, the Industrial
27 Welfare Commission (“IWC”) adopted Wage Orders (“IWC Wage Orders”) prescribing the
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1 minimum wages, maximum hours, and standard conditions of employment for employees in
2 California.

3 7. During the relevant time period, Defendants did not authorize and permit lawful
4 rest and meal breaks for Plaintiff and Class Members. This was based on Defendants' policies
5 (or lack thereof) and practices that applied to the entire Class Members.

6 8. Plaintiff and Class Members were regularly not provided with all compliant
7 meal periods to which they were entitled to, including a second meal period when applicable.
8 Defendants required Plaintiff and Class Members to regularly work and remain under
9 Defendants' control during meal periods.

10 9. Further, Defendants required Class Members to continue assisting Defendants'
11 customers through their lunch periods, but required Class Members to clock-in and out to show
12 false meal periods taken to unlawfully benefit Defendants. This resulted in Class Members
13 taking interrupted meal periods, ones that were not sufficiently long to comply with the law
14 related to meal periods or a complete lack of a meal period. Defendants were aware of this
15 practice as they mandated the practice, but Plaintiff and Class Members still had thirty (30)
16 minutes deducted from their daily time, despite the fact that Plaintiff and Class Members were
17 working/under Defendants' control for part of or all of their meal periods, and meal period
18 premiums were not paid.

19 10. Furthermore, and separate from the above, meal periods (including second meal
20 periods) were regularly not provided or were untimely because of the pressure Defendants put
21 on Plaintiff and the Class Members and the control exerted over them during meal periods.

22 11. Additionally, Defendants' non-exempt employees were not authorized or
23 permitted to take lawful rest breaks as required by law, including due to control exerted over
24 Plaintiff and Class Members by Defendants during those time. Defendants were aware that
25 Plaintiff and Class Members did not receive proper rest breaks but did not pay Plaintiff and
26 Class Members a compliant rest break premium.

27 12. As such, Plaintiff and Class Members, were not authorized or permitted lawful meal
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1 periods or rest breaks, nor were they provided with one hour's wages in lieu thereof in violation of,
2 among others, California Labor Code §§ 512 and 226.7 and applicable IWC Wage Orders. This has
3 also resulted in a failure to pay for all wages for hours worked during meal periods. The wages
4 include regular time wages, overtime, and minimum wages (with the resulting liquidated
5 damages)

6 13. Defendants' non-exempt employees were not authorized and permitted lawful meal
7 periods and rest breaks, and were not provided with one hour's wages in lieu thereof, in one or more
8 of the following manners:

- 9 a. Employees were regularly not authorized and permitted full and timely thirty-
10 minute meal periods for workdays in excess of (5) five and/or ten (10) hours
11 and were not compensated one hour's wages in lieu thereof, all in violation of,
12 among others, California Labor Code §§ 226.7, 512, and applicable IWC Wage
13 Orders;
14 b. Employees were regularly not authorized and permitted full and timely ten-
15 minute rest breaks for every four (4) hours or major portion thereof and were
16 not compensated one (1) hour's wages in lieu thereof, all in violation of, among
17 others, California Labor Code §§ 226.7 and applicable IWC Wage Orders;
18 c. Employees were required to work through their daily meal period(s) and rest
19 break(s) and/or remain under the control of Defendants for all or part of these;
20 d. Employees were required to work longer than four (4) hours before being allowed
21 to take a rest period; and
22 e. Employees were severely restricted in their ability to take a meal period or a rest
23 break.
24

25 14. On information and belief, Plaintiff alleges that Plaintiff and Class Members did
26 not waive meal periods during the Class Period.

27 15. During the course of Plaintiff's and Class Members' employment, Defendants
28 also failed to compensate Plaintiff and Class Members for all hours worked (including

1 minimum wage and overtime wages). This includes, as noted above, that Plaintiff and Class
2 Members were required to work during their meal periods or remain under the control of
3 Defendants, but the full thirty minutes was still deducted from their pay. They also were
4 required to continue to perform work after hours, including at home, for customers.
5 Furthermore, when being paid on a commission basis, they were not properly paid separately
6 for all non-productive time or any alleged rest break time

7 16. Despite Plaintiff and Class Members regularly working in excess of eight (8)
8 hours per day and/or forty (40) hours per week, Plaintiff and Class Members were not paid all
9 wages, or wages at the proper rate, for this time as required by California Labor Code §§ 510
10 and 1194 in one or more of the following manners:

- 11 a. By failing to pay for all hours worked/under the control of Defendants;
- 12 b. By failing to pay for all hours worked at the appropriate rate;
- 13 c. By deducting time for meal periods during which employees were actually
14 working/under Defendants' control;
- 15 d. By failing to properly pay separately for non-productive and alleged rest break
16 time.
- 17 e. Through failure to maintain proper records; and
- 18 f. Through other methods to be discovered.

19 17. Furthermore, Defendants failed to reimburse Plaintiff and Class Members for
20 reasonable business expenses. This includes refusing to reimburse Plaintiff and Class Members
21 for the purchase gasoline and other items for Defendants' business. Additionally, Plaintiff and
22 Class members were regularly required to use their personal electronic devices for work,
23 including cell phones and laptops, again without being properly reimbursed.

24 18. Defendants also failed to list and itemize COVID-19 supplemental paid sick
25 leave on the wage statements and also failed to pay the COVID-19 supplemental sick leave at
26 the regular rate of pay. Defendants further failed to provide its non-exempt employees notice
27 of their rights under California law with regards to COVID- 19 supplemental sick leave and
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1 hours relating thereto, and thus they were left in the dark as to if or how much COVID-19
2 supplemental paid sick leave was available to them.

3 19. Furthermore, as a result of Defendants' illegal and unlawful conduct as set forth
4 above, Defendants have knowingly and intentionally failed to comply with the itemized wage-
5 statement provisions and have failed to pay the damages and penalties for said violations as required
6 by California law, including the failure to include gross and net wages earned, total hours worked
7 and the applicable rate of pay, meal period and rest break premiums. Defendants also failed to record
8 hours and meal periods and maintain accurate payroll in violation of California Labor Code §§ 226
9 and 1198, as well as applicable IWC Wage Orders.

10 20. Furthermore, Defendants failed to timely pay for all wages owed to Plaintiff and
11 Class Members upon termination of employment. As detailed above, they were not provided
12 proper meal periods and/or rest breaks and were not provided with a one (1) hour penalty in
13 lieu thereof, and were not paid all wages owed.

14 21. As a result of the above, Defendants has also engaged in unfair, fraudulent, and
15 deceptive business practices within the meaning of the California Business and Professions Code §§
16 17200, *et seq.*, as further detailed below.

17 22. Plaintiff, on behalf of himself and Class Members, brings this action pursuant
18 to California Labor Code §§ 204, 210, 218, 226, 226.7, 248.5, 510, 512, 558, 558.1, 1194,
19 1194.2, 1197, 1197.1, 1198, and 2802, and the applicable IWC Wage Orders seeking unpaid
20 wages (including minimum and overtime wages), unpaid meal period and rest break premiums,
21 reimbursement of business expenses, penalties, injunctive and other equitable relief, and
22 reasonable attorneys' fees and costs.

23 23. Plaintiff, on behalf of himself and Class Members, pursuant to Business and
24 Professions Code §§ 17200, *et seq.*, also seeks injunctive relief, and restitution from Defendants for
25 their failure to pay the wages and penalties as set forth above.
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II. THE PARTIES

A. Plaintiff

24. Plaintiff Luis Rodolfo Cardenas ("Plaintiff") is a resident of San Francisco, California. Plaintiff was employed by Defendant Euromotors as a sales and leasing consultant and his employment with Defendant Euromotors began on or about June 15, 2019, before his employment was terminated on or about October 7, 2021. Plaintiff will serve as an adequate, typical and active participant and Class representative for the proposed Class and/or Subclasses as defined herein.

25. As detailed above, Plaintiff was not paid for all hours worked, was not provided all compliant meal periods and was not authorized and permitted to take all and rest breaks during the Class Period. Plaintiff was also not reimbursed for business expenses and was subject to the COVUD Supplemental sick leave violations.

26. Plaintiff reserves the right to seek leave to amend this Complaint to add a new Plaintiff, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association*, 5 California 3d 864, 872 (1971) and other applicable law.

B. DEFENDANT

27. Defendant Euromotors is an automobile dealer that offers services such as, but not limited to, selling vehicles, financing and insurance, vehicle maintenance, replacement parts, and repairing services for new and used automobiles.

28. Defendant Euromotors employed Plaintiff and other non-exempt employees in California. The illegal and unlawful policies and practices described herein were performed by Defendant Euromotors throughout California.

29. Defendant Euromotors was and is, upon information and belief, a California Corporation with the capacity to sue and to be sued, and was and is doing business, in the State of California, with a principal place of business in the County of San Mateo.

1 30. The true names and capacities, whether individual, corporate, associate or
2 otherwise, of defendants DOES 1 through 50 are unknown to Plaintiff, who therefore sues DOES 1
3 through 50 by these fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff
4 further alleges that each of these fictitious defendants is in some manner responsible for the acts and
5 occurrences herein set forth. Plaintiff will amend this Complaint to show these defendants' true
6 names and capacities when ascertained, as well as the manner in which each fictitious defendant is
7 responsible.

8 31. Further, Plaintiff brings a PAGA cause of action against Defendants for labor
9 violations committed against the following group of all hourly employees who are currently
10 employed or have been employed by Defendants in the state of California within the statutory
11 period (herein referred to as "Aggrieved Employees.")

12 32. At all times mentioned herein, the defendants named as DOES 1-50, inclusive,
13 and each of them, were residents of, doing business in, availed themselves of the jurisdiction
14 of, and/or injured Plaintiff, Class, and Aggrieved Employees in the State of California.

15 33. At all times mentioned herein, each defendant was the agent, servant, or
16 employee of the other Defendants in acting and omitting to act as alleged herein did so within
17 the course and scope of that agency or employment.

18 **III. JURISDICTION AND VENUE**

19 34. The unlawful acts alleged herein arise under the laws of the State of California
20 and have a direct effect on Plaintiff and other employees who work and/or performed work
21 within the State of California.

22 35. California Business and Professions Code § 17204 provides that any person
23 acting on their or their own behalf may bring an action in a court of competent jurisdiction.

24 36. The Superior Court of California, County of San Mateo, has personal
25 jurisdiction over Defendants because: (1) they operate within this County; (2) are qualified
26 with the California Secretary of State to do business and are doing business in California, and
27 in this County; and (3) because many of the acts complained of occurred and arose in
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California, and specifically, the County of San Mateo. Additionally, Defendant Euromotors is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

37. Venue as is proper in this judicial district, pursuant to California Code of Civil Procedure § 395, as one or more of the named Defendants resides, transacts business, or has offices in this county and the acts and omissions alleged herein took place in this county.

38. California Labor Code §§ 2699 *et seq.*, the PAGA authorizes Aggrieved Employees to sue directly for various civil penalties under the California Labor Code.

39. Plaintiff timely provided notice to the California Labor Workforce Development Agency (“LWDA”) and to Defendant Euromotors, pursuant to California Labor Code § 2699.3(a). Therefore, Plaintiff may proceed with this action for penalties pursuant to California Labor Code § 2699 *et seq.*

IV. CLASS ACTION ALLEGATIONS

40. Plaintiff is a non-exempt employee who was employed by Defendant Euromotors during the Class Period.

41. Plaintiff brings this action individually, as well as on behalf of each and all other persons similarly situated, in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seeks class certification under California Code of Civil Procedure § 382.

42. The proposed Class consists of and is defined as:

All individuals (a) who are currently or formerly employed by Defendants and performed work in California as a non-exempt hourly employees or similar job position, job title, job code, job classification, or job description, and (b) who were subject to Defendants’ illegal policies and practices as alleged herein during the Class Period.

43. The proposed Subclasses consist of and are defined as:

UNPAID WAGE SUB-CLASS: All Class Members who

Defendants failed to pay an hourly wage for each hour worked (or other required compensation) during the Class Period.

OVERTIME SUB-CLASS: All Class Members who were not paid overtime compensation (or not paid at the applicable overtime rate) for all hours worked in excess of eight hours per day and/or 40 hours per week.

MEAL PERIOD SUB-CLASS: All Class Members who were not authorized and permitted to take a thirty (30) minute, uninterrupted meal period for every five (5) hours worked per day, and were not compensated one hour's pay for each day on which such meal period was not authorized and permitted.

REST BREAK SUB-CLASS: All Class Members who were not authorized and permitted to take a 10-minute, uninterrupted rest break for every four (4) hours worked per day, or major fraction thereof, and were not compensated one (1) hour's pay for each day on which such rest break was not authorized and permitted.

BUSINESS EXPENSE SUB-CLASS: All Class Members that Defendants failed to reimburse for all business expenses during the Class Period.

WAGE STATEMENT SUB-CLASS: All Class Members that Defendants did not provide accurate itemized wage statements showing all hours actually worked, all wages earned, meal period and rest break premiums, COVID Sick Pay and the applicable rates of pay during the Class Period.

UCL SUB-CLASS: Class Members who, during the Class Period, are owed restitution of unpaid wages resulting from Defendants' systematic violations of California's Labor Code and the Wage Orders.

44. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Subclasses and reserves the right to do so. In any event, Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Class or Subclasses defined herein.

45. At all material times, Plaintiff is a member of the Class.

46. There is a well-defined community of interest in the litigation and Class Members are readily ascertainable:

- 1 a. Numerosity: The Class Members (and each Subclass, if any) are so numerous that
2 joinder of all members would be unfeasible and impractical. The membership of the
3 entire Class is unknown to Plaintiff at this time; however, the Class is estimated to
4 be greater than one hundred (100) individuals and the identity of such membership
5 is readily ascertainable by inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
7 interests of each Class Member with whom there is a shared, well-defined
8 community of interest. Plaintiff's claims (or defenses, if any) are typical of all Class
9 Members as demonstrated herein.
- 10 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
11 interests of each Class Member with whom there is a shared, well-defined
12 community of interest and typicality of claims, as demonstrated herein. Plaintiff
13 acknowledges that Plaintiff has an obligation to make known to the Court any
14 relationship, conflicts, or differences with any Class Member. Plaintiff' attorneys,
15 the proposed Class counsels, are well versed in the rules governing class action
16 discovery, certification, and settlement.
- 17 d. Superiority: The nature of this action makes the use of class action adjudication
18 superior to other methods. A class action will achieve economies of time, effort, and
19 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
20 because the same issues can be adjudicated in the same manner and at the same time
21 for the entire Class.
- 22 e. Public Policy Considerations: Employers in the State of California violate
23 employment and labor laws every day. Current employees are often afraid to assert
24 their rights out of fear of direct or indirect retaliation. Former employees are fearful
25 of bringing actions because they believe their former employers might damage their
26 future endeavors through negative references and/or other means. Class actions
27 provide the Class Members who are not named in the complaint with a type of
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1 anonymity that allows for the vindication of their rights at the same time as their
2 privacy is protected.

- 3 f. Manageability of Class and Common Proof: The nature of this action and the
4 nature of laws available to Plaintiff make use of the class action format and
5 procedure a particularly efficient and appropriate procedure to afford relief to
6 Plaintiff and Class Members for the wrongs alleged herein. Specifically,
7 liability will turn on Defendants' own uniform, systematic practices of failing
8 to properly pay their employees, failing to provide lawful meal periods and
9 authorize and permit lawful rest breaks, failing to comply with COVID sick
10 leave laws and failing to reimburse business expenses in violation of California
11 law during the Class Period. Therefore, the wage violations are predominant
12 questions of fact that are easily capable of being determined through
13 manageable devices of common proof, such as statistical random sampling,
14 survey evidence based on scientific principles, representative testimony,
15 documentary evidence and common practices and procedures of Defendants in
16 treating each of the members of the Class as a homogeneous group. Once the
17 predominant issues of wage compliance are determined, then each of the
18 derivative Subclass claims and damages suffered by each member of the Class
19 will be capable of being shown by several means of common proof and limited
20 by individual showings of entitlement to recovery that can be professionally
21 administered and tailored to the facts and circumstances of the case.
22

23 47. There are common questions of law and fact as to the Class (and each Subclass, if
24 any) that predominate over questions affecting only individual members, including but not limited
25 to:

- 26 a. Whether Defendants' failure to pay wages, without abatement or reduction, in
27 accordance with the California Labor Code, was willful;
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- b. Whether Defendants deprived Plaintiff and Class of lawful meal periods or one hour of pay in lieu thereof;
- c. Whether Defendants required Plaintiff and Class Members to work during meal periods without compensation;
- d. Whether Defendants deprived Plaintiff and Class Members of lawful rest breaks or one hour of pay in lieu thereof;
- e. Whether Defendants' conduct was willful or reckless;
- f. Whether Defendants violated California Labor Code § 2802 by failing to reimburse Plaintiff and Class Members for business expenses;
- g. Whether Defendants violated California Labor Code § 226 by failing to timely furnish Plaintiff and Class Members with accurate wage statements (including regarding COVID sick leave pay);
- h. Whether Defendants violated California Labor Code §§ 204 and 210 by failing to pay employees all earned wages due;
- i. Whether Defendants engaged in unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*;
- j. Whether Class Members are entitled to compensatory damages, and if so, the means of measuring such damages;
- k. Whether Class Members are entitled to injunctive relief;
- l. Whether Class Members are entitled to restitution; and
- m. Whether Defendants are liable for attorneys' fees and costs to the extent permitted by California law.

48. Class certification is appropriate under California Code of Civil Procedure § 382 because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members of the Class and Subclasses of this litigation. Defendants' policies and practices unlawfully treated members of the Class and Subclasses in a uniform fashion. The damages suffered by individual members of the Class and Subclasses

are small compared to the expense and burden of individual prosecution of this litigation. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

49. Class certification is also appropriate pursuant to California Code of Civil Procedure § 382 because Defendants have acted or refused to act on grounds generally applicable to the Class, making appropriate declaratory relief with respect to and the Class and Subclasses as a whole.

50. Plaintiff intends to send notice to all members of the Class and Subclasses to the extent required by law and each will be given an opportunity to opt out of the proceedings.

51. Pursuant to the PAGA, Plaintiff have also given notice to the LWDA of the California Labor Code violations alleged in this Complaint. The Complaint seeks all recoverable penalties for California Labor Code violations as permitted and proscribed by the PAGA. This cause of action includes allegations and remedies available under California Labor Code §§ 2699, 2699.5, and 2999.3, among others. *See* California Labor Code § 2699.3(a)(2)(C) ("Notwithstanding any other provisions of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part within 60 days of the time periods specified in this part.")

V. PAGA ACTION ALLEGATIONS

52. Pursuant to the California Labor Code, California law and applicable Wage Order, Plaintiff is entitled to various "civil penalties," where appropriate and to the extent permitted by law and California Labor Code §§ 2699 *et seq*

53. Plaintiff, as an aggrieved party, on August 29, 2022 and amended on October 4, 2022, notified the LWDA of Defendants' California Labor Code and other violations as alleged herein with intent to seek all civil penalties under the PAGA. The LWDA has not indicated that it will investigate, and the first initial waiting period has expired.

54. The PAGA cause of action is brought for labor violations committed against the all Aggrieved Employees:

1 VI. CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 (Failure to Pay Wages for All Hours Worked)

4 (California Labor Code §§ 204, 210, 218, 1194, and 1194.2)

5 (Brought by Plaintiff on Behalf of Plaintiff

6 and Class Against All Defendants)

7 55. Plaintiff realleges and incorporates by this reference each of the preceding and
8 foregoing paragraphs as if fully set forth herein.

9 56. At all times herein relevant, California Labor Code §§ 204, 218, 1194 and
10 1194.2, and the applicable Wage Orders were in full force and effect. California Labor Code §
11 204 requires employers to pay all wages earned by any employee due and payable twice during
12 each calendar month.

13 57. Pursuant to California Labor Code § 218, Plaintiff may bring a civil action for
14 unpaid wages due directly against the employer.

15 58. At all times relevant herein, Plaintiff' and Class Members employment with
16 Defendants was governed by applicable IWC Wage Orders for California regulations that state
17 "every employer shall pay to each employee wages... for all hours worked." See e.g. 8
18 California Code Regulations §11010.

19 59. "Hours worked" is defined as "the time during which an employee is subject to
20 the control of an employer and includes all the time the employee is suffered or permitted to
21 work, whether or not required to do so." IWC Wage Orders

22 60. At all times pertinent hereto, California Labor Code § 1194 provided:
23 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
24 the legal minimum wage or the legal overtime compensation applicable to the employee is
25 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
26 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
27 suit."

28 61. At all times pertinent hereto, California Labor Code § 1194.2 provides for the

1 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at
2 the rate specified in California Civil Code § 3289.

3 62. California Labor Codes §§ 218.5, 218.6, 1194(a) and 1194.2(a) provide that an
4 employee who has not been paid the legal wage may recover the unpaid balance and together
5 with attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the
6 wages unpaid and interest thereon.

7 63. At all relevant times herein, Defendants were required to compensate Plaintiff
8 and Class Members for all hours worked pursuant to California Labor Code § 1194.

9 64. By uniformly failing to track and record all of the hours worked by Plaintiff and
10 Class Members, requiring Plaintiff and Class Members to work off the clock, not properly
11 paying separately for non-productive time and alleged rest breaks, and deducting a full thirty
12 (30) minutes for meal periods when a shorter time had been taken (or no meal period was taken
13 or provide at all), Defendants were able to skim wages from employees by not paying them a
14 separate hourly wage for each and every hour worked as required by California law. Through
15 this unlawful and illegal policy and practice, Defendants failed to pay Plaintiff and Class
16 Members all wages owed to them.

17 65. By the course of conduct set forth above, Defendants failed to pay all wages and
18 violated the minimum wage requirements as set forth in California Labor Code §§ 218 and
19 1194.

20 66. Plaintiff is informed and believe and based thereon alleges that the result of the
21 unlawful and illegal policy and practice caused damage in the nonpayment of wages to himself
22 and the proposed Class and/or Unpaid Wage Subclass, in an amount according to proof at trial.

23 67. Plaintiff is informed and believes that the nonpayment of wages is fixed and
24 ascertainable on a class-wide basis such that prejudgment interest on those wages is
25 recoverable.

26 68. As a direct and proximate result of Defendants' unlawful conduct, as set forth
27 herein, Plaintiff and members of the Class have sustained damages, including loss of earnings,
28 in an amount to be established at trial, plus prejudgment interest pursuant to statute.

69. Pursuant to California Labor Code § 1194, Plaintiff and the proposed Class and/or Unpaid Wage Subclass are entitled to, and seek to, recover unpaid minimum wage and overtime compensation, and other unpaid wages, plus interest, penalties, attorneys' fees and costs, and liquidated damages in an amount equal to the amount unlawfully unpaid according to California Labor Code § 1194.2. The specific amounts are to be determined at trial.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages)

(California Labor Code §§ 510 and 1194)

(Brought by Plaintiff on Behalf of Plaintiff

and Class Against All Defendants)

70. Plaintiff realleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

71. Plaintiff seeks to represent the proposed Class or, in the alternative, the Overtime Subclass as a basis to enforce equal or greater protections for wages owed that are offered by California law. As the practices alleged herein are uniform, systematic and continuous and affect each proposed member of the Class in a legally identical way, Plaintiff, at the appropriate time will move to certify the Class or Overtime Subclass to the extent permitted by California Code of Civil Procedure § 382.

72. Plaintiff and Class Members were at all times subject to California's laws and regulations protecting employees' entitlement to be paid and presumption to be paid overtime wages for requisite hours worked beyond a normal workday or a normal work week, as specified, without limitation, by California Labor Code §§ 510 and 1194 and applicable Wage Orders.

73. California law requires employers, such as Defendants, to pay overtime compensation to all nonexempt employees for all hours worked over forty (40) hours per week or over eight (8) hours per day. California Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work. This precludes any waiver for unpaid due and

1 owing wages that remain unpaid at the time of separation.

2 74. California Labor Code § 510(a) states in pertinent part: “Any work in excess of
3 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall
4 be compensated at the rate of no less than one and one-half times the regular rate of pay for any
5 employee.” Further, California Labor Code § 510(a) provides that “[a]ny work in excess of 12
6 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay
7 for an employee.”

8 75. Pursuant to California Labor Code § 1198, it is unlawful to employ persons for
9 longer than the hours set by the IWC Wage Orders.

10 76. As set forth above, Plaintiff and Class Members were entitled to be paid
11 overtime compensation for all overtime hours worked. Plaintiff, and Class Members, were
12 regularly and consistently required to work overtime during the Class Period but were not paid
13 for all overtime hours worked (including off the clock work noted above and for time worked
14 or under the control of Defendants during short or missed meal periods when the full 30 minutes
15 for the meal break was deducted) and were not paid at the correct overtime rate of pay.

16 77. Throughout the Class Period, Plaintiff and Class Members worked in excess of
17 eight (8) hours in a workday and/or forty (40) hours in a workweek.

18 78. During the Class Period, Defendants did not pay Plaintiff and Class Members
19 overtime pay for all overtime hours worked.

20 79. As a direct and proximate result of Defendants’ unlawful conduct as set forth
21 herein, Plaintiff and Class Members have sustained damages, including loss of earnings for
22 unpaid overtime hours worked, in an amount to be established at trial, prejudgment interest,
23 and costs and attorneys’ fees, pursuant to California law.

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(Failure to Provide Compliant Meal and Rest Break)
(California Labor Code §§ 226.7 and 512, and Industrial Wage Orders
(Brought by Plaintiff on Behalf of Plaintiff
and Class Against All Defendants)

85. IWC Wage Orders provides that “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” “An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the

1 parties an on-the-job paid meal period is agreed to. The written agreement shall state that the
2 employee may, in writing, revoke the agreement at any time.”

3 86. IWC Wage Orders further provides that “[i]f an employer fails to provide an
4 employee a meal period in accordance with the applicable provisions of this order, the employer
5 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
6 workday that the meal period is not provided.”

7 87. Class Members consistently worked over five (5) hours per shift and therefore were
8 entitled to a meal period of not less than 30 minutes prior to exceeding five (5) hours of work.

9 88. In addition, Class Members worked over ten (10) hours per shift and therefore were
10 entitled to a second meal period of not less than 30 minutes prior to exceeding (10) hours of work.

11 89. Throughout the Class Period, Defendants failed to consistently allow and provide
12 the meal periods required by applicable California law, including the IWC Wage Orders. Plaintiff
13 and Class Members regularly did not receive proper meal periods (as detailed above.) Instead,
14 Plaintiff and Class Members were required and/or encouraged to shorten, work through, remain
15 under the control of defendant during, or miss their meal periods, were prevented from taking meal
16 periods until past the 5th hour or 10th hour, or had their meal periods interrupted or limited.

17 90. Defendants failed to provide Plaintiff and Class Members compliant meal periods
18 as required by law or compensate them at one (1) hour of “premium wage” at the employee’s regular
19 rate of pay for each day that a meal period was not authorized, permitted or otherwise compliant
20 with California law.

21 91. Class members did not waive their meal periods by mutual consent with Defendants
22 or otherwise.

23 92. Class Members did not enter into any written agreement with Defendants agreeing
24 to an on-the-job paid meal period.

25 93. Similarly, Plaintiff and Class Members were entitled to be authorized and permitted
26 paid, duty-free, uninterrupted ten (10) minute rest periods for every four (4) hours worked (or every
27 major fraction thereof)
28

1 94. Plaintiff and the Class Members regularly worked shifts in excess of three and a half
2 (3.5) hours without being permitted the opportunity to take a paid rest period of at least ten (10)
3 consecutive minutes, uninterrupted, relieved of all job duties; worked more than six (6) hours at a
4 time without being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period,
5 relieved of all job duties; worked shifts in excess of ten hours without being allowed a third paid ten
6 (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

7 95. Defendants failed to authorize and permit Plaintiff and Class Members to take
8 adequate rest periods as required by law or compensate them at one (1) hour of “premium wage” at
9 the employee’s regular rate of pay for each day that a rest period was not authorized, permitted or
10 otherwise compliant with California law.

11 96. Plaintiff and Class Members are therefore entitled to payment of additional wages
12 as provided by law.

13 97. Defendants failed to comply with the required meal period and rest break laws
14 established by California Labor Code §§ 226.7, 512, 516 and the IWC Wage Orders.

15 98. Therefore, the Class or, in the alternative, the Meal Period Subclass and the Rest
16 Period Subclass, were effectively deprived of their legally requisite meal-and-rest periods.

17 99. Under the IWC Wage Order– which states, “[i]f an employer fails to provide an
18 employee a meal or rest ... period in accordance with a state law ..., the employer shall pay the
19 employee one additional hour of pay at the employee’s regular rate of compensation for each
20 workday that the meal or rest ... period is not provided” – the members of the Meal Period and Rest
21 Break Subclasses are entitled to damages in an amount equal to one additional hour of pay at each
22 employee’s regular rate of compensation for each work day that the meal or rest period was not
23 provided, in a sum to be proven at trial.

24 100. Pursuant to California Labor Code § 218.6 and California Civil Code § 3287, the
25 members of the Meal Period Subclass and the Rest Period Subclass seek recovery of prejudgment
26 interest on all amounts recovered herein.
27
28

1 101. Plaintiff limits the recovery of “premium wages” to one (1) hour of pay per day for
2 each day that a meal period was not authorized, permitted or otherwise compliant with California
3 law, and one (1) hour of pay for each day that a rest period was not authorized, permitted or
4 otherwise compliant with California law for each employee at their respective regular rate of pay,
5 as set forth in the Division of Labor Standards Enforcement Policy Manual guidelines, for a
6 maximum recovery of two premium wage payments per employee per day.

7 **FOURTH CAUSE OF ACTION**

8 **(Failure to Reimburse for Business Expenses)**

9 **(California Labor Code § 2800 *et seq.*)**

10 **(Brought by Plaintiff on Behalf of Plaintiff**

11 **and Class Against All Defendants)**

12 101. Plaintiff realleges and incorporates by this reference each of the preceding and
13 foregoing paragraphs as if fully set forth herein.

14 102. California Labor Code § 2802(a) provides that “[a]n employer shall indemnify
15 his or her employee for all necessary expenditures or losses incurred by the employee in direct
16 consequences of the discharge of his or her duties, or of his or her obedience to the directions
17 of the employer, even though unlawful, unless the employee, at the time of obeying the
18 directions, believed them to be unlawful.”

19 103. As alleged above, Defendants failed and continues to fail to reimburse Class
20 Members for all the necessary expenditures they incurred while performing their duties
21 including, but not limited to, use of personal electronic devices for Defendants’ business
22 including cell phones and laptops, and the purchase of gasoline and other items for Defendants’
23 business. Therefore, Plaintiff and the Class are entitled to recover from Defendants the
24 unreimbursed expenses, plus interest thereon.

25 104. Plaintiff further requests an award of attorney’s fees pursuant to California
26 Labor Code §218.5 and California Code of Civil Procedure § 1021.5, and an award of
27 prejudgment interest.
28

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements)**

3 **(California Labor Code §§ 226, 248.5, 1174, and 1174.5, and Industrial Wage Orders)**

4 **(Brought by Plaintiff on Behalf of Plaintiff**

5 **and Class Against All Defendants)**

6 105. Plaintiff realleges and incorporates by this reference each of the preceding and
7 foregoing paragraphs as if fully set forth herein.

8 106. Defendants knowingly and intentionally failed to provide accurate, itemized wage
9 statements including, *inter alia*, total hours worked, gross and net wages earned (including minimum
10 wage and overtime), and meal period and break premiums (including at the correct rate) in
11 accordance with California Labor Code § 226(a).

12 107. California Labor Code § 226(a) states, in pertinent part, that “[e]very employer shall,
13 semimonthly or at the time of each payment of wages, furnish each of his or his employees, either
14 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
15 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
16 gross wages earned, (2) total hours worked by the employee ..., (5) net wages earned, (6) the
17 inclusive dates of the period for which the employee is paid ..., and (9) all applicable hourly rates
18 in effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee ...”

20 108. California Labor Code § 226 (e)(1) states that “[a]n employee suffering injury as a
21 result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled
22 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
23 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
24 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
25 an award of costs and reasonable attorney’s fees.”

26 109. California Labor Code § 226(e)(2)(B) states “[a]n employee is deemed to suffer
27 injury for purposes of this subdivision if the employer fails to provide accurate and complete
28

1 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the
2 employee cannot promptly and easily determine from the wage statement alone one or more of the
3 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
4 period or any of the other information required to be provided on the itemized wage statement
5 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the
6 employer made from gross wages to determine the net wages paid to the employee during the pay
7 period.”

8 110. California Labor Code § 226(e)(2)(C) defines “promptly and easily determine” to
9 mean “a reasonable person would be able to readily ascertain the information without reference to
10 other documents or information.”

11 111. California Labor Code § 226(e)(3) states that the phrase “knowing and intentional
12 failure” “does not include an isolated and unintentional payroll error due to a clerical or inadvertent
13 mistake.”

14 112. From the outset, Defendants have failed to comply with California Labor Code §
15 226. As a matter of common policy and practice, Defendants did not include the non-exempt hourly
16 employees’ “corresponding number of hours worked at each hourly rate by the employee.” In
17 addition, the wage statements distributed to Plaintiff and Class Members did not contain all wages
18 earned (including minimum wage, overtime, proper separate pay for non-productive time and
19 alleged rest breaks, and meal period and rest break premiums). Defendants also failed to list and
20 itemize COVID-19 supplemental paid sick leave on the wage statements. Defendants’ knowing, and
21 intentional omissions caused Plaintiff and Class Members to suffer “injury” by, among other things,
22 impeding them from knowing the amount of wages to which they are and were entitled.

23 113. At all times relevant herein, Defendants failed to maintain records of hours worked
24 by Plaintiff and Class members as required under California Labor Code § 1174(d).

25 114. Plaintiff and Class Members seek (i) injunctive relief requiring Defendants to
26 comply with California Labor Code §§ 226(a) and 1174(d), (ii) the amounts provided under
27 California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for
28

1 the initial pay period in which a violation occurs and \$100 per employee for each violation in a
2 subsequent pay period, and (iii) attorneys' fees and costs.

3 **SIXTH CAUSE OF ACTION**

4 **(Violation of California's Unfair Competition Law)**

5 **(California Business and Professions Code § 17200, *et seq.*)**

6 **(Brought by Plaintiff on Behalf of Plaintiff**

7 **and Class members Against All Defendants)**

8 115. Plaintiff reallege and incorporate by this reference each of the foregoing paragraphs
9 as if fully set forth herein.

10 116. Defendants' failure to pay all wages (including minimum wage and overtime wages
11 and proper separate pay for non-productive time and alleged rest breaks,) and failure to pay
12 compliant premium wages for noncompliant meal periods and rest breaks, failure to reimburse for
13 business expenses, and failure to comply with COVID sick leave laws, constitute unlawful activity,
14 acts and practices that are prohibited by Business and Professions Code §§ 17200, *et seq.* The actions
15 of Defendants described above constitute unfair, fraudulent, and deceptive business practices, within
16 the meaning of California Business and Professions Code §§ 17200, *et seq.* Defendants have violated
17 multiple provisions of California law and provisions of the IWC Wage Orders, which has the same
18 force and effect of a violation of law. This includes, without limitation, California Labor Code
19 §§204, 210, 218, 226, 226.7, 248.5, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198,
20 and 2802, which serve as statutory predicates for which restitution and disgorgement are owed by
21 Defendants.
22

23 117. Plaintiff and members of the UCL Subclass are entitled to an injunction, restitution,
24 and other equitable relief against such unlawful practices in order to prevent future damage, for
25 which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

26 118. As a result of these unlawful acts, Defendants have reaped and continue to reap
27 unfair benefits and illegal profits at the expense of Plaintiff and Class Members that Plaintiff seeks
28 to represent. Defendants should be enjoined from this activity and make restitution for these ill-

1 gotten gains to restore to Plaintiff and Class Members the wrongfully withheld wages, pursuant to
2 California Business and Professions Code § 17203, and specific performance of payment of
3 penalties ordered under California Business and Professions Code § 17202.

4 119. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
5 being unjustly enriched through the acts described above and that Plaintiff and the Class have and
6 continue to suffer irreparable prejudice by Defendants' unfair practices. Further, by engaging in
7 such activities, Defendants are illegally operating at an advantage to other law-abiding employers
8 in the State of California and underpaying payroll and other applicable taxes that are collected by
9 the State and local governmental entities in California.

10 120. The illegal conduct alleged herein is continuing, and there is no indication that
11 Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants are not
12 enjoined from the conduct set forth in this Complaint, they will continue to fail to pay all wages,
13 premium wages for meal-and-rest violations, to reimburse for business expenses, fail to comply with
14 COVID sick leave laws, and fail to comply with the legal requirements addressed above, and paying
15 appropriate taxes, insurance, and unemployment withholdings.

16 121. Plaintiff will request that the Court issue a preliminary and permanent injunction
17 prohibiting Defendants from continuing to fail to fully pay all appropriate wages, failure to provide
18 compliant meal periods and rest breaks, failure to reimburse business expenses, failure to comply
19 with COVID sick leave laws, and requiring Defendants to provide accurate hourly wage statements.

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of the PAGA)**

22 **(California Labor Code §§ 2698, *et seq.*)**

23 **(Brought By Plaintiff on Behalf of Himself and**
24 **Aggrieved Employees Against All Defendants)**

25 122. Plaintiff realleges and incorporates by this reference each of the foregoing
26 paragraphs as if fully set forth herein.
27
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1 123. California Labor Code §§ 2698, *et seq.*, known as “PAGA,” permits Plaintiff to
2 recover civil penalties for the violation(s) of the California Labor Code sections enumerated in
3 California Labor Code § 2699.5.

4 124. At all times herein set forth, the PAGA was applicable to Plaintiff’s employment
5 by Defendants.

6 125. At all times herein set forth, the PAGA provides that any provision of law under
7 the California Labor Code that provides for a civil penalty to be assessed and collected by the
8 LWDA for violations of the California Labor Code may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of Plaintiff and other current or
10 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

11 126. Pursuant to the PAGA, a civil action under the PAGA may be brought by an
12 “aggrieved employee,” who is any person that was employed by the alleged violator and against
13 whom one or more of the alleged violations was committed.

14 127. Plaintiff and other employees are Aggrieved Employees as defined by California
15 Labor Code § 2699(c) in that they are all current or former employees of Defendants who are
16 or were employed by Defendants, and one or more of the alleged violations were committed
17 against them.

18 128. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved
19 employee, including Plaintiff, may pursue a civil action arising under the PAGA after the
20 following requirements have been met:

- 21
- 22 a. The aggrieved employee shall give written notice (“Employee’s Notice”) to the
23 LWDA and to the employer of the specific provisions of the California Labor Code
24 alleged to have been violated, including the facts and theories to support the alleged
25 violations; and
- 26 b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the
27 aggrieved employee by certified mail that it does not intend to investigate the alleged
28 violation within sixty (60) calendar days of the date of the employees LWDA

1 Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided
2 within sixty-five (65) calendar days of the date of the Employee's Notice to the
3 LWDA, the aggrieved employee may commence a civil action pursuant to
4 California Labor Code § 2699 to recover civil penalties in addition to any other
5 penalties to which the employee may be entitled.

6 129. Plaintiff has provided written notice to the LWDA and to Defendants of the
7 specific provisions of the California Labor Code alleged to have been violated, including the
8 facts and theories to support the alleged violations.

9 130. Plaintiff has satisfied the administrative prerequisites under California Labor
10 Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies,
11 for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 248.5,
12 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802 and IWC Wage Orders.

13 131. Defendants' conduct, as alleged herein, violates numerous sections of the
14 California Labor Code including but not limited to the following:

- 15 a. Violation of California Labor Code § 226(a) and 226.3 for failing to provide
16 accurate wage statements, as herein alleged;
- 17 b. Violation of California Labor Code §§ 226.7 and 512 for failure to provide all
18 meal periods and rest breaks as required, or pay meal period and rest break
19 premium wages in lieu thereof, as herein alleged;
- 20 c. Violation of California Code §§ 201, 202 and 203 for failure to timely pay all
21 wages owed upon termination of employment, as herein alleged;
- 22 d. Violation of California Labor Code § § 204, 210 and 558 for failing to pay all
23 wages owed, as herein alleged;
- 24 e. Violation of California Labor Code § 510 for failing to pay all overtime wages,
25 as herein alleged;
- 26 f. Violation of California Labor Code § 248.5 for failing to comply with COVID
27 supplemental sick leave laws, as herein alleged;
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- g. Violation of California Labor Code §2802 for failure to reimburse for business expenses;
- h. Violation of California Labor Code § 1174 and IWC Wage Order for failure to maintain record;
- i. Violation of IWC Wage Orders regarding failure to record meal periods;
- j. Violation of California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage;
- k. Violation of California Labor Code §1198 for failure to comply with standard conditions of labor; and
- l. Violation of California Labor Code § 558.1.

132. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff and all other Aggrieved Employees are entitled to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802, and IWC Wage Orders.

133. Further Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 2699 and any other applicable statute.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of Plaintiff, and the Class and Subclasses he seeks to represent, prays for relief as follows:

1. For an order certifying the First through Sixth causes of action and maintaining said causes of action as a class action pursuant to California Civil Procedure Code § 382 on behalf of the Class and/or Subclasses who were either employed or who performed work here in the State of California within the Class Period and that notice of the pendency of this action be provided to Class Members;
2. Designation of Plaintiff as the Class Representative for the Class and/or Subclasses and Plaintiff's attorneys as Class Counsel for the Class and/or Subclasses;

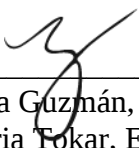
3. A declaratory judgment that the practices complained of herein are unlawful under appropriate state law;
4. Appropriate equitable relief to remedy Defendants' violations of California law including, but not necessarily limited to, an order enjoining Defendants from continuing their unlawful practices;
5. For an award of unpaid wages and liquidated damages in an amount equal to the amount unlawfully unpaid pursuant to California Labor Code §§ 1194 and 1194.2;
6. For an award of unpaid overtime wages pursuant to California Labor Code §§ 510 and 1194;
7. All appropriate California statutory penalties and civil penalties;
8. Compensation at the rate of one hour of regular pay for each instance in which a Class Member had non-compliant meal periods;
9. Compensation at the rate of one hour of regular pay for each instance in which a Class Member had non-compliant rest breaks;
10. Damages for failure to reimburse for business expenses;
11. Damages and penalties pursuant to California Labor Code §§ 226(a);
12. For an order that Defendants make restitution to Plaintiff and Class Members due to their unlawful business practices, including unlawfully collected compensation pursuant to California Business and Professions Code §§ 17203 and 17204;
13. Penalties, wages and attorney's fees and costs under the PAGA;
14. Pre-judgment and post-judgment interest, as provided by law;
15. Such other equitable relief as the Court may deem just and proper; and
16. Attorneys' fees and costs of suit, including expert fees and fees pursuant to, among others, California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure § 1021.5, and other applicable California laws.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all causes of action and claims with respect to
3 which Plaintiff has a right to a jury trial.
4

5 Dated: December 5, 2022

**ATTORNEYS FOR WORKERS' RIGHTS/
BISNAR | CHASE LLP**

6
7 By:  _____
8 Marcia Guzmán, Esq.
9 Victoria Tokar, Esq.
Attorneys for Plaintiff and Putative Classes
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