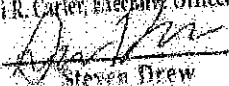


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Superior Court of California
County of Los Angeles

JUL 08 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By  Deputy
Steven Drew

Attorneys for Plaintiff TED WILLIAMS,
on behalf of herself and all others similarly situated

BY FAX

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TED WILLIAMS, on behalf of himself
and all others similarly situated

Plaintiffs,

vs.

MALIBU MANAGEMENT SERVICES,
INC., MALIBU MANAGEMENT
SERVICES NO. 2, INC., MALIBU
MANAGEMENT SERVICES, INC. NO.
3 and DOES 1 through 50, inclusive,

Defendants.

Case No. **19STCV23520**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND PENALTIES**

1. FAILURE TO PAY STRAIGHT AND OVERTIME COMPENSATION IN VIOLATION OF LABOR CODE §§ 223, 510, 558, 1194, 1198, 1199;
2. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7, 512, 558, 1198;
3. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226;
4. FAILURE TO KEEP ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR CODE §§ 226, 558, 1198 AND THE LW.C. WAGE ORDERS;
5. FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE §§ 203, 558;
6. FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE §§ 201 and 202
7. FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE § 1174(d);
8. FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF

LABOR CODE §§ 2800 and 2802;
9. UNLAWFUL BUSINESS
PRACTICES IN VIOLATION OF
BUS. & PROF. CODE § 17200, *ET*
SEQ.
10. VIOLATION OF CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") LABOR CODE
§2698, et seq.

DEMAND FOR JURY TRIAL

Plaintiff Ted Williams ("Plaintiff" or "Plaintiff"), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

PARTIES

1. Plaintiff Ted Williams is an individual who resides in California and was employed by defendant Malibu Management Services Inc., Malibu Management Services No 2 Inc. and Malibu Management Services No. 3, Inc. ("Malibu Management" or "Defendant") from on or about February 2018 as a Bartender until on or about March 2018.

2. Plaintiff is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, Defendants was and are corporations existing under the laws of the State of California, authorized to do business and doing business in the State of California.

3. Plaintiff is unaware of the true names and capacities, whether corporate or individual, or otherwise, of defendants named as DOES 1 through 50, inclusive. Pursuant to California Code of Civil Procedure section 474, Plaintiff will seek leave of court to amend this complaint to state said defendants' true names and capacities when the same have been ascertained. Plaintiff is informed and believes and based on such information and belief alleges that said fictitiously-named defendants are responsible in some manner for the injuries and damages to Plaintiff as further alleged herein.

4. This is a Class Action Complaint, pursuant to California Code of Civil Procedure section 382, on behalf of Ted Williams and all other persons similarly situated who worked for Defendants in California as non-exempt hourly employees for: (i) failure to pay straight and

1 overtime compensation in violation of Labor Code sections 223, 510, 558, 1194, 1198 and 1199;
2 (ii) failure to provide meal periods in violation of Labor Code sections 226.7, 512, 558 and 1198;
3 (iii) failure to provide itemized wage statements in violation of Labor Code section 226; (iv) failure
4 to keep accurate payroll records in violation of Labor Code sections 226, 1198 and the IWC Wage
5 Orders; (v) failure to pay waiting time penalties in violation of Labor Code section 203; and (vi)
6 unlawful business practices in violation of Bus. & Prof. Code section 17200 *et seq.*

7 5. For at least four (4) years prior to the filing of this action and through to the present,
8 Defendants have had a consistent policy of failing to pay for straight and overtime hours worked by
9 the Defendants' non-exempt hourly California employees in violation of California law.
10 Defendants have also automatically deducted 30 minutes of work time each day from Plaintiff and
11 the putative class members pay each day.

12 6. For at least four (4) years prior to the filing of this action and through to the present,
13 Defendants have had a consistent policy of failing to provide to its non-exempt hourly employees
14 with itemized wage statements that included the correct total hours worked by the employee, the
15 correct net wages earned, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate.

17 7. Plaintiff, on behalf of himself and all class members, bring this action pursuant to
18 California Labor Code sections 203, 223, 226, 226.7, 510, 558, 1194, 1198 and 1199 seeking
19 unpaid straight and overtime wages, compensation for unprovided and/or legally inadequate meal
20 periods, penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and
21 costs pursuant to Labor Code sections 218.5, 218.6 and 1194. Plaintiff, on behalf of himself and all
22 class members, pursuant to Business and Professions Code sections 17200-17208, also seeks
23 injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure
24 to correctly pay straight and overtime wages for all hours worked, unprovided meal periods, and
25 injuries suffered as a result of the Defendants' failure to timely pay all wages due.

26 VENUE AND JURISDICTION

27 8. Venue is proper under California Code of Civil Procedure section 395 and under
28 California Government Code section 12965(b), in that Plaintiff's injuries were incurred within the

1 County of Los Angeles, the actions giving rise to Plaintiffs complaint arose within the County of
2 Los Angeles, and Defendant is located in the County of Los Angeles.

3 9. Further, this class action is brought pursuant to the California Code of Civil
4 Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the
5 minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

6 10. This Court has jurisdiction over this action pursuant to the California Constitution,
7 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
8 except those given by statute to other courts. The statutes under which this action is brought do not
9 specify any other basis for jurisdiction.

10 11. This Court has jurisdiction over Defendants because, upon information and belief,
11 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
12 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
13 over them by the California courts consistent with traditional notions of fair play and substantial
14 justice.

15 12. Venue is proper in this Court because, upon information and belief, Defendants
16 maintain offices, have agents, and/or transact business in the State of California, County of Los
17 Angeles. Defendants' agent for service of process is located in the State of California, County of
18 Los Angeles. The majority of the acts and omissions alleged herein relating to the other class
19 members took place in the State of California, including the County of Los Angeles, which has the
20 highest concentration of Defendants' offices, and therefore percipient witnesses, in the State of
21 California.

22 **GENERAL ALLEGATIONS**

23 13. This is a PAGA and Class Action Complaint, on behalf of Ted Williams and all
24 other persons similarly situated who worked for Defendants in California as non-exempt hourly
25 employees for: (i) failure to pay straight and overtime compensation in violation of Labor Code
26 sections 223, 510, 558, 1194, 1198 and 1199; (ii) failure to provide meal periods in violation of
27 Labor Code sections 226.7, 512, 558 and 1198; (iii) failure to provide itemized wage statements in
28 violation of Labor Code section 226; (iv) failure to keep accurate payroll records in violation of

1 Labor Code sections 226, 1198 and the IWC Wage Orders; (v) failure to pay waiting time penalties
2 in violation of Labor Code section 203; and (vi) unlawful business practices in violation of Bus. &
3 Prof. Code section 17200 *et seq.*

4 14. For at least four (4) years prior to the filing of this action and through to the present,
5 Defendants have had a consistent policy of failing to pay for straight and overtime hours worked by
6 the Defendants' non-exempt hourly California employees in violation of California law.
7 Additionally, Defendant utilized a pay system which improperly rounded time to the detriment of
8 the Plaintiff and the putative class members. Defendants rounded the actual time worked and
9 recorded by Plaintiff and the putative class members usually down, so that during the course of
10 their employment, Plaintiff and the putative class members were paid far less than they would have
11 been paid had they been paid for their actual work time rather than rounded time.

12 15. For at least four (4) years prior to the filing of this action and through to the present,
13 Defendants have had a consistent policy of failing to provide to its non-exempt hourly employees
14 with itemized wage statements that included the correct total hours worked by the employee, the
15 correct net wages earned, the complete name and address of the correct legal entity that is the
16 employer and all applicable hourly rates in effect during the pay period and the corresponding
17 number of hours worked at each hourly rate.

18 16. Plaintiff, on behalf of herself and all class members, bring this action pursuant to
19 California Labor Code sections 203, 223, 226, 226.7, 510, 558, 1194, 1198 and 1199 seeking
20 unpaid straight and overtime wages, compensation for unprovided and/or legally inadequate meal
21 periods, penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and
22 costs pursuant to Labor Code sections 218.5, 218.6 and 1194.

23 17. Plaintiff, on behalf of herself and all class members, pursuant to Business and
24 Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement
25 of all benefits Defendants enjoyed from their failure to correctly pay straight and overtime wages
26 for all hours worked, unprovided meal periods, and injuries suffered as a result of the Defendants'
27 failure to timely pay all wages due.

28 ///

STATEMENT OF FACTS

18. Defendants did not pay Plaintiff, the putative class members and other aggrieved employees for all hours worked, for all hours worked, including time that was automatically deducted from their pay for legally inadequate meal periods. Defendants employed Plaintiff and other persons as hourly-paid non-exempt employees within the State of California, including the County of Los Angeles.

19. The number of hours that the employees actually spent working for the company that is listed on the wage statement is also incorrect because of the company's failure to record and compensate its employees for all the time that they are under the employer's control pursuant to the company's illegal rounding policy, and because they auto-deducted 30 minutes each day from their employees' pay for meal periods that were not provided. Thus, the total earnings and the number of hours listed on the employee's pay stubs are incorrect as they do not include the hours worked in the pay that the employees should have received.

20. Defendant did not provide Plaintiff, the putative class members, and other aggrieved employees with an itemized wage statement that listed the correct number of hours worked by them, and the correct and full name and address of the legal entity that is the employer. Plaintiff's, the putative class members', and other aggrieved employees' wage statements also did not list the correct number of hours worked by them due to the auto-deductions and uncompensated time that employees spent working during their meal periods and unpaid time due to the company's rounding practices and policies. Plaintiff's, the putative class members', and other aggrieved employees' wage statements also failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by these employees because of the company's failure to pay overtime.

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

22. Defendants failed to compensate Plaintiff and other class members for all hours worked, missed, short, late and/or interrupted meal periods and/or rest breaks.

1 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
2 class members.

3 24. Defendants continue to employ hourly-paid or non-exempt employees at its location
4 within the State of California.

5 25. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
6 forty (40) hours in a week during their employment with Defendant.

7 26. Plaintiff is informed and believes, and based thereon alleges, that at all material
8 times set forth herein, Defendants were advised by skilled lawyers and other professionals,
9 employees, and advisors knowledgeable about California and federal labor and wage law and
10 employment and personnel practices, and about the requirements of California and federal law.

11 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
12 or should have known that Plaintiff and the other class members were entitled to receive certain
13 wages for overtime compensation and that they were not receiving wages for overtime
14 compensation.

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

19 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
20 or should have known the Plaintiff and the other class members were entitled to receive all meal
21 periods or payments of one additional hour of pay at Plaintiff's and other class members' regular
22 rate of pay when a meal period was missed, and they did not receive all meal periods of payment of
23 one additional hour of pay at Plaintiff and the other class members' regular rate of pay when a meal
24 period was missed.

25 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that Plaintiff and the other class members were entitled to receive all rest
27 periods or payment of one additional hour of pay at Plaintiff and the other class members' regular
28 rate of pay when a rest period was missed, and they did not receive all rest periods or payment of

1 one additional hour of pay at Plaintiff and the other class members' regular rate of pay when a rest
2 period was missed.

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

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

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
14 or should have known that Plaintiff and the other class members were entitled to receive complete
15 and accurate wage statements in accordance with California law, however they did not receive
16 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the
17 failure to include the total number of hours worked by Plaintiff and the other class members.

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

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

25 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that they had a duty to compensate Plaintiff and the other class members
27 pursuant to California law, and that Defendants had the financial ability to pay such compensation,
28 but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and

1 the other class members that they were properly denied wages, all in order to increase Defendants'
2 profits.

3 37. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
4 shall limit the right of any wage claimant to "sue directly...for any wages or penalty due to him [or
5 her] under this article."

6 CLASS ACTION ALLEGATIONS

7 38. Plaintiff brings this action on behalf of herself and all others similarly situated as a
8 class action pursuant to Section 382 of the Code of Civil Procedure.

9 39. Plaintiff also seeks to represent a Class composed of and defined as follows:

10 40. **Rounding Class.** All persons who are employed or have been employed by
11 Defendants in California who, within four (4) years of the filing of the Complaint have worked in a
12 non-exempt position that were subject to Defendants rounding policies and practices.

13 41. Plaintiff also seeks to represent a Class composed of and defined as follows:

14 42. **Meal Period Class.** All persons who are employed or have been employed by
15 Defendants in California in a non-exempt position within four (4) years of the filing of the
16 Complaint that were not provided a legally adequate meal period for each day in which such
17 employees worked five (5) hours or more and were not provided compensation by Defendants of
18 one (1) hour of pay at their regular rate of compensation for each workday that a meal period was
19 not provided.

20 43. Plaintiff seeks to represent a Class composed of and defined as follows:

21 44. **Auto-Deduct Class.** All persons who are employed or have been employed by
22 Defendants in California in a non-exempt position who, within four (4) years of the filing of the
23 Complaint, worked time that was automatically deducted from their pay.

24 45. Plaintiff also seeks to represent a Class composed of and defined as follows:

25 46. **Waiting Time Penalties Class.** All persons who are employed or have been
26 employed by Defendants in California who, within three (3) years of the filing of the Complaint
27 that did not receive all wages owed to them at the time of termination.

28 47. Plaintiff also seeks to represent a Class composed of and defined as follows:

1 48. **Failure to Keep Accurate Pay Records Class.** All persons who are employed or
2 have been employed by Defendants in California who, within three (3) years of the filing of the
3 Complaint were not provided with accurate and complete time keeping records that recorded all
4 work periods, the total numbers of hours worked, and correct wages owed.

5 49. Plaintiff also seeks to represent a Class composed of and defined as follows:

6 50. **Itemized Wage Statement Class.** All persons who are employed or have been
7 employed by Defendants in California who, within one (1) year of the filing of the Complaint that
8 did not receive an itemized wage statement that listed the correct straight and/ or overtime number
9 of hours that the employee worked in the pay period, the correct corresponding rates of pay, the
10 correct gross and net wages earned and/or correct name and address of the legal entity that is their
11 employer.

12 51. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court to
13 amend or modify the class descriptions with greater specificity or further division into subclasses
14 or limitation to particular issues.

15 52. This action has been brought and may properly be maintained as a class action
16 under the provisions of Section 382 of the California Code of Civil Procedure because there is a
17 well-defined community of interest in the litigation and the proposed Classes are easily
18 ascertainable.

19 A. **Numerosity**

20 53. The potential members of the Classes as defined are so numerous that joinder of all
21 the members of the Classes is impracticable. While the precise number of class members for each
22 Class has not been determined at this time, Plaintiff is informed and believe that Defendants
23 currently employ, and during the relevant time periods employed, at least 30 employees in the State
24 of California, in non-exempt positions, including but not limited to printers, pre-press collector,
25 product specialists, customer service representatives/agents and receptionists in Los Angeles
26 County and throughout California, who are or have been affected by Defendants' policy of: (1)
27 failing to pay overtime and for all time worked; (2) failing to provide employees with legally
28

adequate meal periods; (3) failing to pay all wages at termination; and (4) failure to provide accurate itemized wage statements.

54. Upon information and belief, Plaintiff alleges that the Defendants' employment records will provide information as to the number and location of all members of the Classes. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

55. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- (a) Whether Defendants properly paid its employees for all straight and overtime hours worked in accordance with Labor Code sections 510, 558 and 1198, and the IWC Wage Orders, Section 3;
- (b) Whether Defendants violated Labor Code Sections 512 and 226.7, and the IWC Wage Orders, Section 11 by failing to properly provide meal periods of at least 30 off-duty minutes within the first 5 hours of their shift for employees working more than 5 hours in a day, and a second meal period to employees that worked over 10 hours in a day; and if so, whether Defendants failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
- (c) Whether Defendants violated Labor Code Sections 201-204 by failing to pay straight and/or overtime wages, and compensation for denied and/or unprovided meal periods due and owing at the time that any class member's employment with Defendants terminated;
- (d) Whether Defendants' time rounding policy and practices ensured that Defendants paid the legal straight time pay, minimum wage pay and/or overtime pay for all hours worked by Plaintiff and the putative class members;

1 (e) Whether Defendants violated Labor Code section 226 for their failure to
2 furnish their employees with an accurate and legally adequate itemized wage
3 statement; and

4 (f) Whether Defendants violated Labor Code sections 226, 1174(d), 1198, and
5 the IWC Wage Orders, Section 7 by failing to keep accurate time records.

6 **C. Typicality**

7 56. The claims of the Plaintiff are typical of the claims of the Classes. Plaintiff and all
8 members of the Classes sustained injuries and damages arising out of and caused by Defendants'
9 common course of conduct in violation of laws and regulations that have the force and effect of
10 law and statutes as alleged therein.

11 **D. Adequacy of Representation**

12 57. The Plaintiff will fairly and adequately represent and protect the interests of the
13 members of the Classes. Counsel who represents the Plaintiff is competent and experienced.

14 **E. Superiority of Class Action**

15 58. A class action is superior to other available means for the fair and efficient
16 adjudication of this controversy. Individual joinder of all class members is not practicable, and
17 questions of law and fact common to the Classes predominate over any questions affecting only
18 individual members of the Classes. Each member of each Class has been damaged and is entitled
19 to recovery by reason of Defendants' illegal policy and/ or practice of failing to legally compensate
20 class members as alleged above.

21 59. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

25 **PAGA ALLEGATIONS**

26 60. At all relevant times set forth herein, PAGA was applicable to Plaintiff Williams's
27 employment by Defendants.
28

61. At all times set forth herein, PAGA provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code, which may be alternatively recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures set forth under California Labor Code section 2699.3.

62. Plaintiff Williams was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee, as defined by California Labor Code section 2699(c). Specifically, she is a former employee of Defendants, and one or more of the alleged violations were committed against her.

63. Pursuant to Labor Code sections 2699.3 and 2699.5, on May 30, 2019, Plaintiff Williams, served, via Certified Mail, Defendant written notice of the specific provisions of the California Labor Code that Defendants violated, including facts and theories supporting the alleged violations. The Defendant neither provided notice to the employer and Plaintiff Williams of its intention to investigate Defendants' alleged violations, nor did the Defendant provide such a notice within the requisite sixty-five (65) calendar days of the postmark date of Plaintiff Williams' Notice. The administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied. As such, Plaintiff may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

FIRST CAUSE OF ACTION

**(FAILURE TO PAY STRAIGHT AND OVERTIME COMPENSATION IN VIOLATION
OF LABOR CODE §§ 223, 510, 558, 1194, 1198, and 1199)**

(By Plaintiff Against Defendant and Does 1 through 50, inclusive)

64. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

1 65. Defendants have had a consistent policy of failing to pay straight and overtime
2 wages to its hourly non-exempt employees in violation of California state wage and hour laws by
3 not paying overtime to Plaintiff and the putative members when they work over 8 hours in a day
4 and/or 40 hours in a workweek, as well as for the first 8 hours of work on the seventh consecutive
5 day of work within a workweek. Defendants also have their employees work without payment
6 including, but not limited to, 30 minutes of work time that Defendants automatically deducted each
7 day for meal periods that were never provided and which are not legally adequate. Additionally,
8 employees were not paid for all of the time that they spent working under their employer's control
9 due to Defendants improper rounding practices and policy.

10 66. As a result of the unlawful acts of Defendants, Plaintiff and the class have been
11 deprived of their full straight and/or overtime wages in amounts to be determined at trial, and are
12 entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
13 costs, pursuant to Labor Code sections 218.5, 510, 558, 1194, 1198 and 1199.

14 **SECOND CAUSE OF ACTION**

15 **(FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7,**
16 **512, 558, and 1198; and IWC Wage Orders)**

17 **(By Plaintiff Against Defendant and Does 1 through 50, inclusive)**

18 67. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
19 set forth herein.

20 68. Defendants do not have a written meal period policy, and do not provide its
21 employees with meal periods consistent with the requirements of Labor Code section 512. By
22 employing these individuals for work periods of more than five (5) hours and ten (10) hours per
23 day without providing legally adequate meal periods (such as short, on-duty, late or interrupted
24 meal periods), and failing to provide compensation for unprovided and/or legally inadequate meal
25 periods, as alleged above, Defendants violated the provisions of Labor Code sections 512 and
26 226.7. As a result of the unlawful acts of Defendants, Plaintiff and the putative class members
27 have been deprived of premium wages in amounts to be determined at trial, and are entitled to the
28

1 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
2 Labor Code sections 226.7, 512, 558, and 1198, as well as the I.W.C. Wage Orders.

3 **THIRD CAUSE OF ACTION**

4 **(FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF**
5 **LABOR CODE § 226)**

6 **(By Plaintiff Against Defendants and Does 1 through 50, inclusive)**

7 69. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
8 set forth herein.

9 70. Section 226(a) of the California Labor Code requires Defendants to provide
10 itemized wage statements at the time of payment of wages which include but are not limited to the
11 following: gross wages earned; the correct total hours worked by the employee; the correct net
12 wages earned; the inclusive dates of the period for which the employee is paid; the name and
13 address of the correct legal entity that is the employer; and all applicable hourly rates in effect
14 during the pay period and the corresponding number of hours worked at each hourly rate by the
15 employee.

16 71. Plaintiff contends that he and the putative class members have been injured by
17 Defendants' failure to provide all of the requisite information on its itemized wage statements in
18 that such failure, *inter alia*: (1) masks possible and actual underpayments to Defendants'
19 employees; (2) make it difficult for Defendants' employees to verify that they have in fact been
20 paid the proper amounts owing for all hours worked; and (3) makes it difficult for Plaintiff to
21 identify his true employer for purposes of this litigation. Said conduct was done knowingly and
22 intentionally since Defendants are aware of California law, and with the design to harm Plaintiff
23 and the putative class members.

24 **FOURTH CAUSE OF ACTION**

25 **(FAILURE TO KEEP ACCURATE PAYROLL RECORDS IN VIOLATION OF**
26 **LABOR CODE §§ 226, 1198, the Wage Orders)**

27 **(By Plaintiff Against Defendant Defendants and Does 1 through 50, inclusive)**
28

1 72. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
2 set forth herein.

3 73. At all times relevant during the liability period, Plaintiff was an employee of
4 Defendants covered by Labor Code sections 226 and 1198, and the Wage Orders.

5 74. Pursuant to Labor Code section 226, Defendants were required to furnish each of its
6 employees with an accurate itemized statement reflecting, *inter alia*, total number of hours worked
7 and wages earned. Defendants were also required to keep an accurate record of the beginning and
8 end of all work periods for its employees, including off-duty meal periods.

9 75. Plaintiff is informed, believes, and thereon alleges, that at all times relevant during
10 the liability period, Defendants maintained a policy or practice of utilizing an "auto-deduct" system
11 whereby thirty (30) minutes were automatically deducted from the hours worked by Plaintiff and
12 the putative class members on a daily basis, whether or not a 30 minute off-duty meal period was
13 actually provided or taken. Defendants also did not record and pay the time that its employees
14 spent under its control as the company utilized improper rounding policies and practices which
15 resulted in the under payment of wages to Plaintiff and the putative class members.

16 76. As a result of Defendants' unlawful conduct, Plaintiff and the putative class
17 members have suffered damages in an amount subject to proof. The precise amount of unpaid
18 wages is not presently known to Plaintiff but can be determined directly from Defendants' records
19 or indirectly based on information from Defendants' records.

20 77. Pursuant to Labor Code sections 218.5 and 218.6, Plaintiff and the putative class
21 members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable
22 attorneys' fees and costs of suit.

23 **FIFTH CAUSE OF ACTION**

24 **(FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF**
25 **LABOR CODE § 203,558)**

26 **(By Plaintiff Against Defendants and Does 1 through 50, inclusive)**

27 78. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
28 set forth herein.

1 79. California Labor Code section 201 requires an employer who discharges an
2 employee to pay all compensation due and owing to that employee immediately upon discharge.

3 80. California Labor Code section 203 provides that if an employer willfully fails to pay
4 compensation promptly upon separation from employment, as required by either Sections 201 or
5 202, then the employer is liable for waiting time penalties in the form of continued compensation
6 for up to 30 work days.

7 81. Defendants willfully failed and refused to timely pay all straight time wages,
8 overtime, and meal break compensation to Plaintiff and the putative class members whose
9 employment terminated. As a result, Defendants are liable to Plaintiff and the putative class
10 members for waiting time penalties, together with interest thereon and attorneys' fees and costs,
11 under Labor Code section 203.

12 82. As a result of Defendants' unlawful conduct, Plaintiff and putative class members
13 have suffered damages in an amount, subject to proof, to the extent they were not paid all wages
14 due each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but
15 can be determined directly from Defendants' records or indirectly based on information from
16 Defendants' records.

17 83. Pursuant to Labor Code sections 218.5 and 218.6, Plaintiff and the putative class
18 members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable
19 attorneys' fees and costs of suit.

20 **SIXTH CAUSE OF ACTION**

21 **(FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR**

22 **CODE § 201 and 202)**

23 **(By Plaintiff Against Defendant and Does 1 through 50, inclusive)**

24 84. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
25 set forth herein. During the relevant time period, Defendants intentionally and willfully failed to
26 pay Plaintiff and the other class members who are no longer employed by Defendants their wages,
27 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

28 85. Defendants' failure to pay Plaintiff and the other class members who are no longer

1 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
2 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

3 86. California Labor Code section 203 provides that if an employer willfully fails to pay
4 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
5 continue as a penalty from the due date thereof at the same rate until paid or until an action is
6 commenced; but the wages shall not continue for more than thirty (30) days.

7 87. Plaintiff and the other class members are entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
9 to California Labor Code section 203.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE**

12 **§ 1174(d)**

13 **(Against Defendants and Does 1 through 10, inclusive)**

14 88. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
15 set forth.

16 89. Defendants have intentionally and willfully failed to keep accurate and complete
17 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class
18 members.

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

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

26 **EIGHTH CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE**

28 **§§ 2800 and 2802**

1 **(Against Defendants and Does 1 through 50, inclusive)**

2 92. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
3 set forth.

4 93. Plaintiff and the other class members incurred necessary business-related expenses
5 and costs that were not fully reimbursed by Defendants.

6 94. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
7 other class members for all necessary business-related expenses and costs. Plaintiff and the other
8 class members are entitled to recover from Defendants their business-related expenses and costs
9 incurred during the course and scope of their employment, plus interest accrued from the date on
10 which the employee incurred the necessary expenditures at the same rate as judgments in civil
11 actions in the State of California.

12 **NINTH CAUSE OF ACTION**

13 **(UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF**

14 **BUS. & PROF. CODE § 17200, *ET SEQ.*)**

15 **(Against Defendants and Does 1 through 50, inclusive)**

16 95. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
17 set forth herein.

18 96. Defendants' failure to correctly pay wages as alleged herein, failure to keep accurate
19 time records, and failure to compensate for overtime and unprovided meal periods, constitute
20 unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*, including but
21 not limited to Sections 17200, 17202, and 17203.

22 97. The actions of Defendants in failing to pay Plaintiff and the putative class members
23 in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or deceptive business
24 practices, within the meaning of Business and Professions Code section 17200, *et seq.*

25 98. As a result of its unlawful acts, Defendants have reaped and continue to reap unfair
26 benefits at the expense of Plaintiff and the putative class members. Defendants should be enjoined
27 from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff and the
28 putative class members the wrongfully withheld wages pursuant to Business and Professions Code

1 section 17203. Plaintiff is informed and believes, and thereon alleges that Defendants are unjustly
2 enriched through its failure to pay all earned wages, and compensation for unprovided meal periods
3 to Plaintiff and the putative class members.

4 99. Plaintiff is informed and believes, and thereon alleges, that he and the putative class
5 members are prejudiced by Defendants' unfair practices.

6 100. As a direct and proximate result of the unfair business practices of Defendants,
7 Plaintiff is entitled to equitable and injunctive relief, including full restitution and/or disgorgement
8 of all wages, which have been unlawfully withheld from Plaintiff and the putative class members,
9 as a result of the business acts and practices described therein and enjoin Defendants to cease and
10 desist from engaging in the practices described therein.

11 101. The illegal conduct alleged herein is believed to be continuing, and there is no
12 indication that Defendants will not continue such activity into the future. Plaintiff alleges that if
13 Defendants are not enjoined from the conduct set forth in this complaint, they will continue to fail
14 to pay the correct wages, will continue to require employees to work during meal periods, not get
15 paid the correct rate of pay and for all hours worked, not provide legally adequate meal periods,
16 and will continue to fail to provide appropriate compensation as described herein.

17 **TENTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 2698, et seq.)**

19 **(Against Defendants and Does 1 through 50, inclusive)**

20 102. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
21 set forth herein.

22 103. PAGA establishes that any provision of the California Labor Code which provides
23 for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
24 commissions, boards, agencies or employees for a violation of the California Labor Code, may be
25 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself,
26 and other current or former employees.

27 104. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
28 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized

1 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
2 penalty.

3 105. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved
4 employees" within the meaning of California Labor Code section 2699(c) as they are all current or
5 former employees of Defendants, and one or more of the alleged violations was committed against
6 them.

7 **Failure to Pay Overtime**

8 106. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
9 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
10 prohibited by California Labor Code sections 510 and 1198.

11 **Failure to Provide Meal Periods**

12 107. Defendants' failure to provide legally required meal periods to Plaintiff and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
14 activity prohibited by California Labor Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 108. Defendants' failure to provide legally required rest periods to Plaintiff and the other
17 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
18 prohibited by California Labor Code section 226.7.

19 **Failure to Pay Minimum Wages**

20 109. Defendants' failure to pay legally required minimum wages to Plaintiff and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
22 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

23 **Failure to Timely Pay Wages Upon Termination**

24 110. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
25 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
26 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

27 **Failure to Timely Pay Wages During Employment**

28 111. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

112. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

113. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

114. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

115. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for

1 each subsequent violation;

2 c. Penalties under California Labor Code section 210 in addition to, and entirely
3 independent and apart from, any other penalty provided in the California Labor Code in the
4 amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the
5 initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay
6 period for each subsequent violation; and

7 d. Any and all additional penalties and sums as provided by the California Labor Code
8 and/or other statutes.

9 116. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
10 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
11 Workforce Development Agency for the enforcement of labor laws and education of employers
12 and employees about their rights and responsibilities and twenty-five percent (25%) to the
13 aggrieved employees.

14 117. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
15 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
16 applicable statute.

17 THEREFORE, Plaintiff and the individuals he seeks to represent request relief as described
18 below:

19 **PRAYER**

20 THEREFORE, Plaintiff prays for judgment against Defendants True World Foods Los
21 Angeles, and Does 1 through 50, and each of them, as follows:

22 1. That his action be certified as a class action, that Plaintiff be appointed as the
23 representative of the Class, and that counsel for Plaintiff be appointed as Class Counsel.

24 2. For compensatory damages in a sum according to proof;

25 3. For wages pursuant to the California Labor Code;

26 4. For damages and/or penalties, an award of costs and reasonable attorney's fees
27 pursuant to the California Labor Code;

28 5. For penalties pursuant to the California Labor Code;

1 6. That Defendants be found to have engaged in unfair competition in violation of
2 California Business and Professions Code section 17200, *et seq.*;

3 7. That Defendants be ordered and enjoined to make restitution to Plaintiff due to their
4 unfair competition, pursuant to California Business and Professions Code sections 17203 and
5 17204;

6 8. That Defendants further be enjoined to cease and desist from unfair competition in
7 violation of California Business and Professions Code section 17200, *et seq.*;

8 9. For prejudgment interest pursuant to California Civil Code section 3287 and/or
9 section 3288;

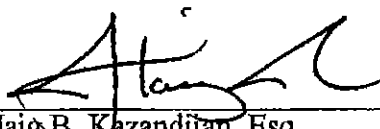
10 10. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections
11 218.5, 218.6, 1194(a) and Code of Civil Procedure section 1021.5;

12 11. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
13 (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections
14 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;
15 and

16 12. For such other and further relief as the Court deems just and proper.

17 Dated: June 5, 2019

HAIG B. KAZANDJIAN LAWYERS, APC

18
19 By: 
20 Haig B. Kazandjian, Esq.
21 Cathy Gonzalez, Esq.
22 Attorneys for Plaintiffs
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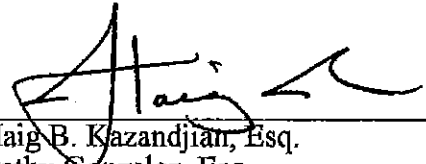
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: June 5, 2019

HAIG B. KAZANDJIAN LAWYERS, APC

By: 

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiffs