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13 individually, and on behalf of others
14 similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 CLEMENT GRAY, individually, and on behalf
18 of others similarly situated

19 Plaintiff,

20 vs.

21 MARATHON PETROLEUM LOGISTICS
22 SERVICES, LLC, a limited liability company;
23 MARATHON PETROLEUM COMPANY, LP;
24 a limited partnership; ANDEAVOR
25 LOGISTICS, LP, a limited partnership;
26 TESORO REFINING & MARKETING
27 COMPANY, LLC, a limited liability company;
28 and DOES 1 through 50, inclusive,

Defendants

RECEIVED
JUN 15 2020
FILING WINDOW

FILED
Superior Court of California
County of Los Angeles

JUN 15 2020

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

CASE NO.: **20STCV23544**

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

BY FAX

06/23/2020

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
5 employees of DEFENDANTS in the State of California at any time within the period
6 beginning four (4) years prior to the filing of this action and ending at the time this action
7 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
8 to name additional class representatives.

9 **DEFENDANTS**

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 MARATHON PETROLEUM LOGISTICS SERVICES, LLC is, and at all times relevant hereto
12 was, authorized to conduct business in the State of California, and does conduct business in the
13 State of California. Specifically, DEFENDANT MARATHON PETROLEUM LOGISTICS
14 SERVICES, LLC maintains offices and facilities and conducts business in, and engages in illegal
15 payroll practices or policies in, the County of Los Angeles, State of California.

16 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
17 MARATHON PETROLEUM COMPANY, LP is, and at all times relevant hereto was, authorized
18 to conduct business in the State of California, and does conduct business in the State of
19 California. Specifically, DEFENDANT MARATHON PETROLEUM COMPANY, LP maintains
20 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
21 in, the County of Los Angeles, State of California.

22 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
23 ANDEAVOR LOGISTICS, LP is, and at all times relevant hereto was, authorized to conduct
24 business in the State of California, and does conduct business in the State of California.
25 Specifically, DEFENDANT ANDEAVOR LOGISTICS, LP maintains offices and facilities and
26 conducts business in, and engages in illegal payroll practices or policies in, the County of Los
27 Angeles, State of California.

28 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 TESORO REFINING & MARKETING COMPANY, LLC is, and at all times relevant hereto was,
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California. Specifically, DEFENDANT TESORO REFINING & MARKETING COMPANY,
4 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll
5 practices or policies in, the County of Los Angeles, State of California.

6 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
7 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
8 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
9 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
10 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
11 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
12 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
13 when ascertained.

14 11. At all relevant times herein, DEFENDANTS were the joint employers of
15 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
16 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
17 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
18 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
19 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
20 Defendant, and each was the alter ego of the other.

21 12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
22 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
23 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
24 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
25 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
26 but are not limited to, failing to pay overtime premiums, failing to provide rest and meal periods;
27 failing to properly maintain records; failing to provide accurate itemized statements for each pay
28 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary

1 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
2 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

3 13. PLAINTIFF is informed and believes, and thereon allege, that each and every one
4 of the acts and omissions alleged herein were performed by, and/or attributable to, all
5 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
6 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
7 and scope of said agency, employment and/or direction and control.

8 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
9 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
10 provision regulating minimum wages or hours and days of work in any order of the Industrial
11 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

12 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
13 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
14 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
15 Court.

16 **CLASS ACTION DESIGNATION**

17 16. This action is appropriately suited for a Class Action because:

18 a. The potential class is a significant number. Joinder of all current and
19 former employees individually would be impractical.

20 b. This action involves common questions of law and fact to the potential
21 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
22 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
23 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
24 business practices arising from such violations.

25 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
26 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
27 IWC wage order, and the Business and Professions Code.

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1 d. PLAINTIFF is able to fairly and adequately protect the interests of all
2 members of the class because it is in his best interests to prosecute the claims alleged herein to
3 obtain full compensation due to them for all services rendered and hours worked.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Required Meal Periods [Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197;
6 IWC Wage Order No. 1-2001, § 11 and 7-2001, § 11]**

7 **(Against all DEFENDANTS)**

8 17. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 18. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
11 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
12 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
13 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
14 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
15 § 226.7, 512 and IWC Order No. 1-2001, § 11 and 7-2001, § 11.

16 19. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
17 Order 1-2001, § 11 and 7-2001, § 11 by failing to compensate PLAINTIFF and CLASS
18 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
19 order, one additional hour of compensation at each employee's regular rate of pay for each
20 workday that a meal period was not provided.

21 20. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
22 1197, and IWC Wage Order 1-2001 and 7-2001 by failing to compensate PLAINTIFF and
23 CLASS MEMBERS for all hours worked during their meal periods. DEFENDANTS failed to
24 provide off duty meal periods by requiring PLAINTIFF and CLASS MEMBERS to be on call
25 during meal breaks.

26 21. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
27 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
28 earned and due, interest, penalties, expenses, and costs of suit.

1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12 and 7-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 23. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12 and 7-2001, §
11 12.

12 24. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
13 Order No. 1-2001, § 12 and 7-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS
14 who were not provided with a rest period, in accordance with the applicable wage order, one
15 additional hour of compensation at each employee's regular rate of pay for each workday that a
16 rest period was not provided.

17 25. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
18 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
19 earned and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3 and 7-2001, § 3]**

23 **(Against all DEFENDANTS)**

24 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the foregoing paragraphs.

26 27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-
27 2001, § 3 and 7-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS
28 MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate

1 of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
2 and for the first eight (8) hours on the seventh consecutive workday, with double time for all
3 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
4 eight (8) hours on the seventh consecutive day of work in any workweek.

5 28. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 1-2001, § 3 and 7-2001, § 3. During the CLASS PERIOD, DEFENDANTS failed to
8 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
9 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
10 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
11 provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3 and 7-
12 2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the
13 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through
14 meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
15 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
16 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
17 and other methods to be discovered.

18 29. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
21 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
24 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 30. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
26 1194, 1198 and IWC Wage Order No. 1-2001, § 3 and 7-2001, § 3. Therefore, pursuant to
27 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions
28 under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS

are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4 and 7-2001, § 4]

(Against all DEFENDANTS)

31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

32. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4 and 7-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

33. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

34. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4 and 7-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 36. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 37. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 40. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7 and 7-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 43. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under
11 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7 and 7-2001, § 7,
12 including but not limited to the following records: total daily hours worked by each employee;
13 applicable rates of pay; all deductions; meal periods; time records showing when each employee
14 begins and ends each work period; and accurate itemized statements.

15 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
18 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
19 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
20 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
21 provided in California Labor Code § 226(e), as well as other available remedies.

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1 SEVENTH CAUSE OF ACTION

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 [Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7 and 7-2001, § 7]

4 (Against all DEFENDANTS)

5 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, the number of piece-
10 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all
11 deductions made, net wages earned, the inclusive dates of the period for which the employee is
12 paid, the name of the employee and only the last four digits of his or her social security number or
13 employee identification number, the name and address of the legal entity or entities employing
14 PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay
15 period and the corresponding number of hours worked at each hourly rate, in violation of
16 California Labor Code § 226 and IWC Wage Order No. 1-2001, § 7 and 7-2001, § 7.

17 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
18 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
19 statements in accordance with California Labor Code § 226(a).

20 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
22 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
23 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
24 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
25 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
26 California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures**

3 **Incurred in Discharge of Duties [Cal. Labor Code § 2802]**

4 **(Against all DEFENDANTS)**

5 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 50. California Labor Code § 2802(a) requires an employer to indemnify an employee
8 for all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of his or her duties, or of his or her obedience to the directions of the employer.

10 51. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
11 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
12 in direct consequence of the discharge of their duties while working under the direction of
13 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
14 employment-related expenses, in violation of California Labor Code § 2802.

15 52. PLAINTIFF and CLASS MEMBERS were required to use their cell phone and
16 special uniform cleaning in the discharge of their duties, but were not reimbursed for these costs.

17 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
20 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
21 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
22 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
23 available remedies.

24 **NINTH CAUSE OF ACTION**

25 **Unfair and Unlawful Business Practices**

26 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

27 **(Against all DEFENDANTS)**

28 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 55. Each and every one of DEFENDANTS' acts and omissions in violation of the
3 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
4 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
5 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
6 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
7 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
8 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
9 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
10 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
11 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
12 under California Business and Professions Code § 17200 et seq.

13 56. DEFENDANTS' violations of California wage and hour laws constitute a business
14 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
15 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
16 CLASS MEMBERS.

17 57. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
18 rest periods, and other benefits as required by the California Labor Code, the California Code of
19 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
20 record, report, and pay the correct sums of assessment to the state authorities under the California
21 Labor Code and other applicable regulations.

22 58. As a result of DEFENDANTS' unfair and unlawful business practices,
23 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
24 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
25 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
26 MEMBERS.

27 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
28 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not

1 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
2 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
3 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
4 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
5 jurisdiction of this Court.

6 **TENTH CAUSE OF ACTION**

7 **Representative Action for Civil Penalties**

8 **[Cal. Labor Code §§ 2698–2699.5]**

9 **(Against All DEFENDANTS)**

10 60. PLAINTIFF incorporates herein by specific reference as though fully set forth the
11 allegations in all preceding paragraphs, with exception of the allegations in paragraph 16 and the
12 subparagraphs thereto.

13 61. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
14 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
15 current and former employees of DEFENDANTS pursuant to the procedures specified in
16 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
17 by DEFENDANTS and the alleged violations of the California Labor Code were committed
18 against PLAINTIFF and CLASS MEMBERS.

19 62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
20 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
21 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
22 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20 and 7-2001, § 20, from
23 DEFENDANTS in a representative action for the violations set forth above, including but not
24 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,
25 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award
26 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

27 63. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
28 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by

1 certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC
2 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
3 violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to
4 PLAINTIFF that it intends to investigate the alleged violations.

5 64. Therefore, PLAINTIFF has complied with all of the requirements set forth in
6 California Labor Code § 2699.3 to commence a representative action under PAGA.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
9 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
10 and each of them, as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
13 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
15 and IWC Wage Order No. 1-2001 and 7-2001;
- 16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
19 from engaging in the unlawful business practices complained of herein;
- 20 6. For waiting time penalties pursuant to California Labor Code § 203;
- 21 7. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 23 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
27 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
28 providing for attorneys' fees and costs;

- 1 10. For declaratory relief;
2 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
3 Seventh, Eighth, and Ninth Causes of Action as a class action;
4 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
5 counsel as class counsel; and
6 13. For such further relief that the Court may deem just and proper.

7
8 DATED: June 15, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

10
11 By: 
12 Matthew J. Matern
13 Tagore O. Subramaniam
14 Sydney A. Adams
15 Attorneys for Plaintiff
16 CLEMENT GRAY, individually, and on
17 behalf of other persons similarly situated

06/23/2020

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: June 15, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern

Tagore O. Subramaniam

Sydney A. Adams

Attorneys for Plaintiff

CLEMENT GRAY, individually, and on
behalf of other persons similarly situated

06/23/2020